

AGENTIL SA

Terms & Conditions

Version 2021 - 1.0

Article 1 - General Framework

The General Framework contract enables the Customer to hire adequate resources from AGENTIL SA based on Customer's needs, in the sectors of expertise set out below and for the types of activities described in the customer proposal or contract.

The Customer contracts in advance to use AGENTIL SA services for a certain volume of work, at an hourly tariff based on the profiles required. The interventions are invoiced on the monthly billable time or according to a fixed price.

Article 2 - Sectors of expertise

AGENTIL Group service portfolio allows consulting services, audit, analysis and implementation; integration and operation services in the following sectors. The list of sectors is given for information only and may change based on strategic developments of AGENTIL SA and his partners, service providers, manufacturers or software editors.

For any further information on our products, services and contact us, we invite you to join us on our website www.agentil.com.

Article 3 - Price of the interventions

The price of the interventions depends on the type of service, the selected engagement model, the consultant profile and/or seniority and the volume of work of the Contract that the Customer agreed at the purchase. The Contract mentions the applicable tariff grid. The service reference rates document provides price details based on type of service, travel expenses, and rate increase for urgent interventions, escalation and interventions outside normal working hours.

AGENTIL SA reserves the right to change these tariffs with a prior notice of 90 days (3 months). However, the tariff in effect on the date the contract is signed is applicable for the duration of the signed contract.

Article 4 - Interveners and correspondents

AGENTIL SA delivers high professional services in a service level or service continuity approach. According to the evolution of the project and internal availabilities, AGENTIL SA reserves the right to modify the attribution of the resources allocated to the Customer. Any major change will be first validated with the customer.

A customer account manager is assigned to guarantee the quality of service.

The customer is not allowed to hire AGENTIL SA resources in any way (direct or sub-contracting). Any proposal will be first discussed with AGENTIL SA management and may result to a financial agreement or termination of the contract.

Article 5 - Service Engagement Models

AGENTIL proposes 3 different Engagement Models to our Customers during the offering process to get adequate resources and service model from AGENTIL SA. The right engagement model is selected by our customer in order to:

- Make our service models clear for both parties
- Make our delivery organization performing in a safe, defined and organized way
- Avoid delivery and expectation issues
- Deliver the right service expected model
- Ensure our service quality with controlled and explicit terms
- Strive for Excellence with our services

The Customer contract the right Engagement Model when buying and ordering our services to use AGENTIL SA people for a typical service activity:

5.1 Engagement model 1, Consulting Service sourcing with People contracting only

- Governance: under customer responsibility only
- Delivery: consulting specialty only
- Project management: no service and responsibility are covered
- Control: services including quality are controlled by customer under customer responsibility only
- AGENTIL: people availability, schedule and conditions

5.2 Engagement model 2, Consulting Service sourcing with Project Quality Control services (PQC):

- Governance: under customer responsibility, AGENTIL involved for PQC activities only
- Delivery: consulting specialty and PQC Services
- Project management: not delivered, no responsibility but PQC methodology & best practices

- Control: services controlled by customer under his responsibility with PQC involved
- AGENTIL: people availability, schedule and conditions, PQC involvement mandatory

5.3 Engagement model 3, Service sourcing with Project Management Office services (PMO)

- Governance: under AGENTIL responsibility, customer involved (PQC)
- Delivery: consulting specialty and PMO Services
- Project management: fully delivered with governance, planning, coordination, risk mgt
- Control: customer and services controlled by AGENTIL with mandatory customer involvement (PQC)
- AGENTIL: PMO organization, governance, communication

Article 6 - Intervention Procedures

Interventions are carried out at the express request of and with notice from the Customer. They are handled by the persons allocated to the account by AGENTIL SA.

The interventions are carried out directly at the customer's site or remotely.

The minimum duration and billing of an intervention on-site is fixed at 4 hours (1/2 day) and 30 minutes for remote activities.

AGENTIL SA can deliver outside the range of hours between 7h and 20h. These exceptional interventions will be accounted for using the appropriate multiplying coefficients (cf. Art. 13, Financial Conditions) and covered by the appropriate standby support contract.

If required and availability of resources permitting, AGENTIL SA can intervene in case of urgency within 1 to 4 hours, depending on travel time, with best effort and without obligation, or covered by Service Level Agreement with specific response time and obligations. These exceptional interventions will be accounted for using the appropriate multiplying coefficients (cf. Art. 13, Financial Conditions).

Article 7 - Responsibilities of AGENTIL SA

AGENTIL SA will assume no liability in the following cases:

1. Indirect or consequential damage, loss of profit, loss of production, infringement of the Customer's personal rights or damages caused by a third party.

2. Damage caused to the Customer by a hardware failure or malfunctioning of any kind whatsoever of the computer system.
3. Damage caused to the Customer by a defect in software not developed by AGENTIL SA or any affiliated company (even if AGENTIL SA represents or distributes said software).
4. Damage caused to the Customer by the introduction of a virus into the Customer's computer system, as long as AGENTIL SA was not the cause.

For everything else, AGENTIL SA shall only be liable in the following cases:

1. Clear and proven damage sustained by the Customer and its affiliates due to the negligence or willful misconduct of one of AGENTIL SA's employees.
2. Clear and proven damage sustained by the Customer and its affiliates due to a defect in the design of the recommended solution.

Article 8 - Responsibilities of the customer

The Customer is responsible for making available a working environment that will enable our engineers to carry out their mission correctly.

The Customer is responsible for the satisfactory operation of its infrastructure and its computer systems under his responsibility.

The Customer undertakes to work with AGENTIL SA in good faith for the satisfactory accomplishment of the services covered.

The Customer undertakes to plan the desired interventions whilst giving reasonable prior notice.

The Customer during this agreement and for a period of one year following its termination will not solicit any employee of AGENTIL SA to leave its employ and/or hire any employee of AGENTIL SA. In case of violation of this prohibition; AGENTIL SA may ask penalties (6 months salary) and/or require provisional measures in order to cease this violation.

Article 9 - Confidentiality

The Customer contracts and all the operations linked to the performance of this contract shall remain confidential. In this context, AGENTIL SA undertakes not to disclose nor use in any way whatsoever facts or information that it shall have acquired in the course of its relationship with the Customer.

In the performance of the tasks relating to this contract, the personnel made available by AGENTIL SA can, if the Customer so desires, be asked to make a personal commitment on the basis of a confidentiality agreement drawn up and approved by the Customer.

Article 10 - Intellectual Property

In general, the Customer shall possess and retain an unrestricted right of use for all the products, inventions, perpetual royalties free or software applications that AGENTIL SA may have created for the requirements inherent in the performance of this contract.

AGENTIL SA nevertheless remains the sole owner and commercial beneficiary of its inventions and developments. Any exception to this rule shall be subject to specific prior agreement between both parties.

AGENTIL SA hereby warrants that it will not knowingly influence the intellectual property rights of third parties in executing implementation services.

Representation and warranty made by AGENTIL SA to the effect all services will be performed in accordance with industry best practices and in a professional and workmanlike manner.

Article 11 - General Conditions, start, duration and end of contract

The conditions defined in the present contract become effective with its signature and remain valid from Start Date of the contract. These conditions can be reviewed and changed on a yearly base subject to the customer agreement.

The customer contracts to employ AGENTIL SA for the periods and work effort mentioned in the contract or offer and effective during the period of validity of these documents.

The customer or AGENTIL SA can terminate a contract or mission activity for convenience at any time by providing written notice 90 days (3 months) in advance. In case of Service Level Agreement, and due to AGENTIL SA resource engagement through the complete period of the project, the termination notice might be extended to the SLA coverage period. Termination will be described accordingly in the Service Level Agreement or in a Specific Conditions document.

Article 12 - Transitional services relating to the end of the contract

At the end of the contract, whether this is at its normal end, its non-renewal or its cancellation by one or other of the parties, as the case may be,

AGENTIL SA engages to cooperate in good faith with the customer. This, in order to ensure problem-free takeover of the services carried out in the framework of the contract, by the customer or by any third-party designated by the former, and, in particular, the services of maintenance as then carried out for the customer by AGENTIL SA

In general, AGENTIL SA will facilitate the operations of transition at its disposal while ensuring at the customer's request, certain services. The latter are, notably, technical assistance, the communication of information on the global functioning of the system and its maintenance. This will be done under financial conditions to be defined.

During the 3 months following the end of the contract, at the customer's request and under financial conditions to be defined, AGENTIL SA may continue to give its assistance and cooperation in order that the continuation of the operation of the system can be carried out.

Handover can be carried during this period to guarantee service continuity.

Article 13 - Financial Conditions

The tariffs defined in the pricing grid are in CHF, ex tax, from Monday to Friday from 07h00 to 20h00 except official public holidays.

A standard business day is the equivalent of 8 effective hours.

Unless otherwise agreed, the minimum invoice for on-site intervention is 4 hours, no matter the actual duration.

An increase of 50%, on top of the price above, is applied for the urgent interventions for on-site consulting taking place within 4 hours. Access of the support center service within an urgent and escalation process will be billed once at 2'500.- CHF HT for customers without any support contract.

The following increases are applied to special interventions or when out of working hours:

Rates Uplift	From 07h00 to 20h00	From 20h00 to 07h00
Monday to Friday (working days)	n/a	+ 50%
Saturday	+ 50%	+ 100%
Sunday and public holidays	+ 100%	+ 150%

Invoicing to the customer will be monthly based on reports filled out by the personnel who carry out the work for the customer. For Time & Materials (T&M) activities, reports are validated by the customer previously to sending the invoice.

Terms of payment: net 30 days from the billing date.

Article 14 - Final dispositions

In the event of any dispute, Swiss law will be applicable. It is agreed that the parties will be flexible and will attempt to reach an amicable settlement before any legal action is taken.

Place of jurisdiction: **Geneva.**

Article 15 - Travel policies (For Switzerland)

Transportation fees are calculated round trip from Geneva office:

- Lausanne and suburb: CHF 150.-
- Geneva and suburb: CHF 70.-
- Other cities and areas: CHF 1.50 / km
- Public transportation: fixed price or ticket based
- Breakfast costs: Package 10 CHF / day (only if Accommodation)
- Lunch costs: Package 20 CHF / day
- Dinner costs: Package 35 CHF / day (only if accommodation)
- Accommodation, parking and other costs: fixed price or ticket based

Article 16 - Travel policies (For EU, US, ASIA)

Travel policies apply for missions in and out of Switzerland. Invoiced travel expenses are:

- Train ticket (1st class)
- Flight ticket:
 - <6 hours: Economy class
 - >6 hours: Business class
- Other travels with public transportation, taxi or car: fixed price, fee per kilometer or receipt based
- Other expenses: fixed price or receipt based
- Lunch: fixed price or receipt based
- Hotels of category *** or 1st class: fixed price or receipt based
 - Airport / Hotel accommodations: fixed price or receipt based.

Article 17 - Late payment

Under Article 104 paragraph 1 of the Code of Obligations, any amount due under this contract and not paid 10 days after its due date will be subject to an interest payment of 5% per year

from 10 days after its due date until the date of the payment.

Article 18 - Swiss LSE Compliance

AGENTIL SA is « LSE » compliant (Swiss Federal Law on the Employment Service and Rental Services). Our consultants made 100% available to a customer without result expectations and targets and under Swiss LSE law and regulation remain however for the contract duration, whatever the nature of their mission, under the direct and exclusive AGENTIL SA subordination.

Activities relating to their duties are set out in a Statement of Work describing the mission (or other specifications) and the execution conditions of the mission (location, time...).

The AGENTIL SA consultants will comply with customer practices, usages and internal policies of the customer. Compliance with these elements does not constitute a challenge to the principle of subordination previously stated.

Any deviation from these principles will be described in the contract as a particular clause.

Article 19 - Risk of bankruptcy

Either party may terminate this Agreement to the fullest extent permitted by law if all or a substantial portion of the other party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy or a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws where such proceeding is not dismissed within 60 days.

Article 20 - Data Protection Clause

AGENTIL SA acknowledges that as a result of the contract, it may obtain access to certain information relating to identified or identifiable individuals or entities, including information relating to the Customer's personnel, customers or contractors (such information, collectively, "Personal Information"). AGENTIL SA shall comply with all provisions of Swiss data protection law, including the Swiss Data Protection Act and the Swiss Data Protection Ordinance. AGENTIL SA shall (i) comply with the Customer's instructions in respect of the processing of the Personal Information; (ii) comply with the legally required technical and organizational data security requirements, in particular as set forth by the Customer from time to time, and take all technical and organizational measures to effectively protect Personal Information in connection with the contract, e.g. against unauthorized processing; (iii) not access, use or process the Personal Information for any purpose in any manner other than the ones instructed and agreed in writing by the Customer,

and, in any case only process any Personal Information in the manner permitted for the Customer itself; (iv) not disclose or transfer the Personal Information to third parties or access, process or transfer the Personal Information outside of Switzerland without the prior written approval of the Customer and such approval shall not be given unless the Customer is satisfied with all the terms and conditions of such access, processing, disclosure or transfer and that the Personal Information will receive an adequate level of security;

(v) grant all rights under applicable data protection laws to the data subjects, in particular if reasonably requested by the Customer in writing, AGENTIL SA shall to the extent that the Personal Information is being processed by it correct or delete inaccurate Personal Information specified in the request from facilities or systems in the possession or control of AGENTIL SA;

(vi) if AGENTIL SA receives any complaint from third parties about the processing of Personal Information, promptly notify the Customer of the same; (vii) limit the access to Personal Information to those employees that need to have access for providing the services under this contract.

AGENTIL SA will adhere to all generally accepted security standards. In particular, should AGENTIL SA render services remotely, it shall take all technical and organizational measures to ensure data security, including ensuring that any data traffic is protected against unauthorized access by third parties.

AGENTIL SA agrees to inform its employees, subcontractors and/or any third parties called on in the fulfillment of the contract of these obligations and to impose these obligations also on them.

Customer (1)

Represented by
Name:

Title:

Date:

Signature:

(1) Indicate name and capacity of the signatory and initial each page.