

1. General Terms and Conditions

The General Terms and Conditions of InfoGuard AG (hereafter referred to as "InfoGuard") shall be binding upon the client or person placing an order when an order is made, either verbally or in writing.

The following conditions apply to all orders and commissions and form an integral part of the contract concluded with the client. Agreements to the contrary shall only be binding if they have been expressly acknowledged in writing by InfoGuard. All of the client's General Terms and Conditions are superseded by these Terms and Conditions. Insofar as the present General Terms and Conditions do not contain any provision, the Swiss Code of Obligations shall apply subsidiarily.

InfoGuard is entitled to amend these General Terms and Conditions of Business and Delivery at any time and with future effect.

2. Changes to Products

InfoGuard reserves the right to make changes to the manufacturing process prior to the delivery of products, provided that such changes do not lead to a price increase.

InfoGuard acts as a reseller and supplies the end client (buyer/buyer/client) with products (hardware and service), as well as the manufacturers' associated subscription and maintenance contracts. InfoGuard does not guarantee the characteristics of the products nor their performance, and disclaims all liability. Solely the manufacturer's specifications and conditions apply here. InfoGuard will assist the client with the implementation and operation of the products within the scope of the order for delivery and corresponding service agreements.

3. Technical Documentation

Unless otherwise agreed, the technical specifications in InfoGuard brochures and catalogues are not binding. Data contained in technical documents shall only be binding if the binding nature of such data is expressly specified in this offer or in the corresponding technical documents.

The manufacturers' technical documentation and operating instructions apply within the scope of the manufacturer's General Terms and Conditions.

4. Regulations/product changes at destination

The client is responsible for ensuring that the products comply with all relevant regulations applicable at the place of destination in terms of delivery, installation, operating requirements, product safety, etc. The client is responsible for ensuring that the products comply with all relevant regulations that are applicable at the place of destination. Product modifications required to meet local requirements will be carried out by InfoGuard subject to the written information provided by the client at the latest when the order is placed. Furthermore, changes of this kind require approval by InfoGuard, and they will be invoiced separately to the client.

The client must inform InfoGuard in a timely manner, but at a time no later than when InfoGuard staff arrive at the place of destination, of all safety regulations in force at the place of destination (including application-specific regulations), including those issued by the competent authorities or the client's company or organisation with regard to the safety of the client's and/or InfoGuard's staff and equipment. The client must inform InfoGuard of any changes to be made to products due to any such safety regulations, no later than the time at which the order is placed. InfoGuard may refuse warranty services and/or other services at the

place of installation if compliance with the safety regulations in force cannot be guaranteed or if adequate information on the safety regulations is not provided.

5. Prices

All prices are net ex works (Incoterms, latest edition), excluding packaging, in the currency stated in the offer. The prices are exclusive of VAT and all other charges on the products and/or services supplied by InfoGuard. All taxes and duties incurred by InfoGuard are to be borne by the client.

6. Payment Terms

Payment terms are 30 days from date of invoice.

Should the client be in default of payment for more than 10 days, InfoGuard is entitled to charge a default interest of 5% without any prior reminder, as well as to withhold further deliveries/services and to withdraw from the contract without any prior notice. InfoGuard reserves the right to assert any further claims for damages.

Account details: Credit Suisse, CH-6301 Zug/Switzerland, Clearing No. 4835, SWIFT No. CRESCHZZ80A

- for CHF: IBAN No. CH25 0483 5039 2064 8100 0
- for EUR: IBAN No. CH88 0483 5039 2064 8200 0
- for USD: IBAN No. CH61 0483 5039 2064 8200 1

7. Withdrawal/Cancellation

If the order is cancelled, 100 % of the total amount of the order must be paid.

8. Deliveries/Delivery Times/Training

Delivery dates and delivery deadlines are non-binding, unless otherwise expressly agreed in writing. The delivery date shall be deemed to have been met if the goods have been dispatched or collected by the date specified. Delivery shall be made in accordance with the conditions agreed in Incoterms (latest edition) and within the period specified in the offer. InfoGuard may reasonably extend the delivery time if the circumstances affecting InfoGuard and/or its suppliers change in such a way that the manufacture, transportation, export and import of the products is adversely affected. The client may not claim damages for direct or indirect losses as a result of a delay. In such cases, the client shall only be entitled to withdraw from the contract after he or she has set InfoGuard a reasonable deadline in writing for subsequent implementation, and where, due to negligence, InfoGuard has failed to deliver within this extended deadline.

Any contractually agreed training periods must include an appropriate preparatory period before the preferred start of the first training.

9. Conditions of delivery

Delivery and delivery time may depend on the need for and/or the receipt of an export licence.

For the delivery of certain products, the Swiss Export Control Authority (Seco) requires a document signed by the end client at the time the products are exported.

10 Transfer of Risk/Retention of Title

The transfer of risk to the customer takes place in accordance with Swiss law (Art. 185 OR). The InfoGuard has a dispatch debt and it is generally paid ex works. Benefit and risk are transferred to the customer when the goods are shipped ex works. If the transport of the Products is delayed for reasons for which InfoGuard is not responsible, or if it becomes impossible for such reasons, InfoGuard shall be entitled to store the products at the client's risk. In this case, the risk shall be transferred once the deposit notification has been sent. The products remain the property of InfoGuard until they have been paid for in full. The client undertakes to assist InfoGuard in obtaining ownership; in particular, the client must cooperate with InfoGuard in accordance with the applicable legislation when entering the relevant retention of title register. The client shall bear all costs associated with the retention of title.

11 Dispatch, Transport and Insurance/Packaging

The client is responsible for transportation and must provide transport instructions before the contract is concluded. InfoGuard must be notified in good time of any special requirements concerning dispatch, transport and insurance. The client must insure him/herself against all risks.

InfoGuard will provide special packaging for all products to be delivered. The packaging must be invoiced separately and cannot be returned for a refund. Products can only be returned to InfoGuard in their original packaging, or in packaging of equal quality.

12 Inspection and Acceptance of the Delivery

InfoGuard will test the Products prior to dispatch in accordance with ISO9001 and/or other standards applicable to the products, as specified in the contract. InfoGuard, subject to special agreements, will carry out testing such as acceptance tests in the factory or on site, against payment by the client.

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The client must check the products and their functionality within 30 days of delivery. The client must notify InfoGuard immediately in writing of any defects. If the client fails to notify the defects in writing in due time, the products and services, including the operational capability of hardware and software, shall be deemed to have been accepted. In this case, the warranty will be excluded for defects that would have been discovered if the products had been properly tested.

13 Guarantee

InfoGuard guarantees that the products have no material, planning or manufacturing defects for a period of 12 months after delivery. For software products, InfoGuard, for a period of 6 months from the date of transfer, guarantees that the software essentially corresponds to the programme description in terms of its functionality. The detailed guarantee provisions apply in the terms of use of the corresponding product. The client shall notify InfoGuard about any defects in writing.

In the event of any defects, InfoGuard undertakes to repair or replace at its own discretion any products or parts of products which are demonstrably unusable or defective as a result of any defects in materials, planning or manufacture. Other measures, in particular the withholding of payments or claims after reduction of the purchase price, withdrawal

from the contract or direct or indirect damages are excluded to the extent permitted by law.

The products are subject to certain operating conditions such as system configurations, data, computer and communication systems to be used with InfoGuard products. InfoGuard does not guarantee the functionality of the hardware and software under any other operating conditions.

This warranty does not cover defects resulting from normal wear and tear, improper storage or operation and other causes beyond InfoGuard's control. The guarantee does not apply if the client or a third party modifies, manipulates or repairs the products supplied.

14 Defects in Quality

InfoGuard is liable for material defects as follows:

- All parts or services which show a material defect within the statutory period of limitation - irrespective of the period of operation - shall, at the discretion of InfoGuard, be repaired, replaced or provided again free of charge, provided that the cause of the defect already existed before the transfer of risk to the purchaser. Claims for material defects expire within 12 months. The term begins with the transfer of risk. If the manufacturer grants a longer warranty period, this shall apply.
- The purchaser shall immediately notify InfoGuard in writing of any material defects. The withholding of payments or claims following a reduction in the purchase price, withdrawal from the contract or direct or indirect damages are excluded to the extent permitted by law. If the notice of defect is unjustified, InfoGuard shall be entitled to demand reimbursement from the client for the expenses incurred plus interest on arrears. Firstly, InfoGuard shall always be given the opportunity to remedy the defect within a reasonable period of time.
- There are no warranty claims for minor deviations from the agreed quality, minor impairment of usability, natural wear and tear or damage arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment or special external influences assumed under the contract and from non-reproducible software errors. If improper modifications or repair work are carried out by the client or by third parties, no claims under the warranty shall exist for these and any resulting consequences.
- Further claims, or claims other than those regulated in this paragraph due to a material defect, are excluded.

15 Limitation of Liability

InfoGuard shall not be liable for any loss or damage (including consequential loss) suffered by the client or third parties as a direct or indirect result of the use or inability to use InfoGuard's products, except in the case of provisions to the contrary which are expressly stated in the contract, or in the mandatory provisions of current legislation. In particular, InfoGuard shall not be liable for any damages arising out of, or in connection with, the loss, corruption, delay or misuse of data, the use of biased data or the effects of data that is lost, corrupted or delayed during continuous (manual or automatic) data processing, whether or not such data is processed by InfoGuard products.

For service work, InfoGuard shall only be liable to the client for material damage which is culpably caused by InfoGuard staff in the course of the preparation or carrying out of such work or in rectifying any defects. Liability is limited to a maximum per order of CHF 100,000. With regard to personal injury, statutory liability applies. InfoGuard shall not bear any liability to the client for any production stoppages, loss of profit, loss of use, pecuniary loss or loss resulting from a delay in or interruption of the service, or for any loss of contract or consequential loss, unless InfoGuard has acted with unlawful intent or gross negligence. The client is responsible for damages caused by their staff. This shall also apply if InfoGuard staff manage or supervise the Service, unless the damage was caused by unlawful intent or gross negligence when giving instructions, failing to act or monitoring. The client shall be liable for damages caused by defects in the equipment and materials provided by him. This shall also apply if the InfoGuard staff has used the same materials without complaint, unless they could have identified the defects by paying reasonable attention.

16 Confidentiality

The client must confidentially treat all information concerning the products that is not accessible to the general public. In particular, the client may not pass on such information (including product documentation and operating instructions) to third parties. The client must impose all obligations of confidentiality upon its employees, business partners and other third parties who may gain access to confidential information.

17 Intellectual Property and Licence to Use Intellectual Property

17.1 By InfoGuard

All industrial property rights (patents, trademarks, registered designs, rights with respect to the design and layout of semiconductor chips, other design rights, etc.) and copyrights with respect to the delivered products and documentation shall remain the exclusive property of InfoGuard or its licensors. By purchasing the products, the client does not acquire any such rights.

The client is granted a licence for the software and firmware ("corresponding hardware") installed in the delivered products or delivered together with such products. It is limited to the lifetime of the corresponding hardware and may not be transferred to other hardware or assigned to third parties or sublicensed or copied. Furthermore, the licence is limited to the use of the software and firmware in connection with the use of the functions of the corresponding hardware according to the specifications of the products. Any other use, modification, adaptation and operation by any means (such as decompilation or circuit analysis) or copying of the licensed software and firmware, is prohibited.

Concepts, architectures and methods remain the exclusive property of InfoGuard and may be used by the customer on an indefinite basis, but may not be redistributed, sold or copied without written permission.

17.2 By InfoGuard partner products

The manufacturer's terms of ownership and licensing apply exclusively. The manufacturer and the client are obligated to comply with these provisions.

17.3 Education Services

Training documentation and training installations created specifically for a specific client shall remain the property of InfoGuard. If the client wishes to train the trainer himself, InfoGuard must grant the appropriate authorisation and licence.

17.4 Product software and cryptographic methods

When purchasing an InfoGuard product, the client acquires the indefinite rights to use the firmware, software and cryptographic methods on which the defined device function is based. The software maintenance contract provides the client with adaptations and enhancements to the software. Firmware and cryptographic methods can be updated solely and exclusively in conjunction with the purchased product.

18 General Duty of Confidentiality

The parties undertake to use all knowledge, documents and other information, in particular information about business and trade secrets, as well as any information about clients, solely for the fulfilment of this contract. They agree that they will not disclose any confidential information to any third parties during the term of this agreement or after it expires. The parties are not permitted to copy or otherwise reproduce documents in whole or in part, regardless of their nature. The obligation of confidentiality contained in this article shall continue to apply after the end of the contract. The parties undertake to take all reasonable measures to ensure compliance with this confidentiality obligation.

19 Assignment

The client undertakes not to assign the rights and obligations associated with the products and services to third parties without the prior written consent of InfoGuard. InfoGuard may subcontract the performance of services to third parties.

The client may only assign claims or other rights arising from this contract with InfoGuard's prior written consent.

20 Non-solicitation

For the duration of the contractual relationship and for 18 months after termination of the contractual relationship or fulfilment of the contract, the customer is prohibited from enticing away InfoGuard employees. If an employee concludes an employment relationship with the Customer within these specified periods, the Customer shall be responsible for proving that the employment of the employee is not based on enticement. In the event of a violation of the enticement prohibition, the customer shall pay InfoGuard a contractual penalty amounting to 1.5 gross annual salaries of the employee concerned (the last annual salary of InfoGuard is decisive).

21 Taxes and Duties

All taxes, fees and other charges arising in connection with the services of InfoGuard within or outside Switzerland will be borne by the client.

22 Warranty

21.1.1 Cloud (Datacentre)

Client data is stored in a cloud (data centre) in Switzerland. In particular, InfoGuard shall undertake all the technical and organisational measures that are required by Swiss data protection legislation, that correspond to the state of the art and that are appropriate based on relevant international norms and standards. The client acknowledges that there is no certainty that the data centre and/or services will function without any interruptions or errors.

21.1.2 Viruses, other harmful factors and unauthorised access by third parties

InfoGuard checks the data for contamination by viruses or other damaging factors. InfoGuard takes precautions to protect the data from third-party interference.

21.1.3 Warranty of Goods

InfoGuard will be liable for any defects in its work within a period of six months after the service has been provided. The client is obliged to notify InfoGuard of any defect identified immediately and in writing. The right to assert claims on the basis of a defect lapses in all cases within 12 months, beginning from the immediate notification of this defect. Insofar as a work object is to be delivered, the general terms of delivery for InfoGuard products shall apply. The obligation under the warranty shall not apply if a defect is inconsequential or based on a circumstance for which InfoGuard is not responsible. The total amount of the order is to be settled.

21.2. Force Majeure

Each contracting party is entitled to refuse the fulfilment of contractual obligations in cases where this is prevented by the following circumstances, or it becomes economically unsustainable: strikes and lockouts and other circumstances beyond the parties' responsibility, such as fire, war (whether declared or not), acts of terrorism or political violence, epidemics, mobilisation, insurrection, seizure, confiscation, embargoes, restrictions of energy supply, actual travel warnings issued by the competent authorities to leave or not to leave certain countries and regions at their respective destinations, as well as errors and delays by a subcontractor for any of these reasons. A circumstance mentioned in this clause which has occurred before the contract has been concluded shall only give the contracting party the right to refuse to carry out its contractual duties if its effects on the fulfilment of the contract have been proven and were not foreseeable when the contract was concluded. The party invoking force majeure shall immediately inform the other party of the start and end of such circumstances. If force majeure prevents the client from fulfilling the contract, the client shall indemnify InfoGuard for the costs that InfoGuard has incurred in the safeguarding of the goods to be delivered. Irrespective of other provisions, each party shall have the right to withdraw from the contract in writing if the performance of the contract is prevented by this provision for longer than six months.

22. Final Provisions

22.1 Further Services

Further services related to implementation services such as maintenance, advisory support or the making of adaptations due to changes in operating conditions will be provided by InfoGuard, in accordance with the terms of additional, discrete contracts.

22.2 Partial Invalidity

Should parts of this contract become void or legally invalid, the remainder of the contract will continue to apply. The contracting parties will then

interpret and construe the contract in such a way that the purpose pursued with the correct or legally invalid parts is attained as far as is possible.

22.3 Settlement

The settlement of claims of the client against claims of InfoGuard requires the written agreement of both contracting parties.

22.4 Amicable Settlement

In the event of disagreement, both contracting parties will endeavour to reach an amicable settlement before referring the matter to a judge and will provide the other party with at least sufficient opportunity to submit its comments in writing.

23. Place of Performance, Jurisdiction and Applicable Law

The place of performance for all obligations of the parties is Zug, Switzerland. The courts in Zug and Switzerland are expressly and exclusively responsible for all business relationships and all legal disputes.

Swiss law applies to all legal relationships. The UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 does not apply.

InfoGuard AG, Switzerland