

GENERAL CONDITIONS Hacknowledge Lux SA v30.1 in force as of 18.02.2025

These General Conditions apply to all our services, as well as to the use of Information System infrastructures ("Services") provided or made available by Hacknowledge Lux SA ("HK LUX", "we", "us") to Clients and/or Third Parties, unless explicitly otherwise agreed in writing between us and Clients. In any event, acceptance of the Services shall be deemed as the unconditional acceptance of the present General Conditions.

Any purchasing or general conditions of Client are non-binding to our services and are herewith waived, even if we have not expressly rejected such conditions.

1. Introduction

1.1 HK LUX

HK LUX is a service provider in the field of Information System security. HK LUX takes particular care in ensuring the quality and the security of its infrastructure including a Certification ISO 27001 Management of the Information System Security, thereby providing a professional level of security and availability of services.

1.2 Definitions

Capitalized terms have the meanings given to in these General Conditions, in particular this Section 1.1.

"Client": shall mean physical or legal person operating a marketed entity or using a service developed by HK LUX.

"Contract" shall mean an Order and all parts thereof (including these General Conditions) listed in such order as incorporated therein, in each case as amended from time to time.

"Information System": shall mean any system used to create, send, receive, store or process data.

"Effective Date" shall mean the date on which an Offer incorporating these General Conditions is duly executed by Client.

"Network": shall mean the entire system ensuring the transmission and/or routing between data or signals of telecommunications through network termination points, and the exchange of information associated with said enterprise. The fact that the network is internal, local, public, private or otherwise is without influence and considered irrelevant;

"Services": shall mean all of the services developed and/or marketed for commercialization by HK LUX including any Information System infrastructures provided or made available by HK LUX which are used in this context.

"Third Parties": shall mean all physical or legal persons who may be required to collaborate with HK LUX and/or the Client.

1.3 Framework Structure

These General Conditions establish the contractual framework for the performance of Services by us to Clients pursuant to Orders as agreed between us and Client from time to time.

1.4 Orders form Standalone Contracts

To enter into an agreement, Client and HK LUX will execute one or several orders (each an "Order"; collectively the "Orders"). Each Order (a) forms a

separate and independent Contract for the Services as further described in the Order between us and Client and (b) incorporates by reference these General Conditions in such Order. Each of Client and HK LUX shall bear its own costs in production and negotiation of an Order.

1.5 Precedence of Terms

If there is a conflict between any provision of a Contract and any document incorporated by reference in such Contract, then the following order of priority will govern:

- a) First, the provisions of the most recent executed Order;
- b) Second, these General Conditions.

All oral or written agreements that have or may have been concluded previously between the Parties with regard to our provision of the Services are herewith superseded.

2. Services of HK LUX

2.1 General

HK LUX will make the Services available to Client during the Term on and subject to the terms of this Contract.

HK LUX provides the Services to Client by granting online access to the Services via the Internet and by use of a certain browser. The Services will be hosted and maintained by HK LUX or its designated Sub-Contractor.

2.2 Services

HK LUX will make the Services available to Client during the term on and subject to the terms of this Contract.

HK LUX provides the Services to Client by granting online access to the Services via the Internet and by use of a certain browser. The Services will be hosted and maintained by HK LUX or its designated Sub-Contractor.

HK LUX reserves the right to discontinue its Services at any time in the event of risks to security without providing an explanation to Client and without assuming any responsibility for damages caused by such interruption.

2.3 Service Availability

HK LUX will use commercially reasonable efforts to make the Service generally available for Client's use ("Service Availability"). Service Availability does not include interruption of Services as a result of (i) planned downtime for maintenance (of which HK LUX shall give at least 8 hours' notice and which HK LUX shall schedule to the extent practicable between 7:00 p.m. and 6:00 a.m. on Business Days and the weekend hours between 7:00 p.m. Friday and 6:00 a.m. Monday CET) (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under HK LUX's control.

2.4 Changes

HK LUX may, at its own discretion, change or update the Services, including but not limited to reflect changes in technology, industry practices and/or patterns of system use. The functions of the Services are subject to change at HK LUX discretion, provided, however, that changes to the functions of the Services will not result in a material reduction of functions and functionalities or in the level of performance, security or availability of the Services.

Client may request changes to the agreed upon Services in writing at any time ("Change Request"). Unless otherwise agreed, HK LUX shall continue to provide the initially agreed upon Services until a written agreement on the change in performance has been reached. HK LUX shall provide Client with a written response to the Change Request within ten (10) Business Days from the receipt of a Change Request. If a Change Request by Client requires HK LUX to carry out a comprehensive review of whether and under what conditions the requested change is feasible, HK LUX shall inform Client thereof within ten (10) Business Days from the receipt of a Change Request. HK LUX may demand remuneration for the review insofar as it has informed Client in writing and Client has thereupon issued a corresponding review order in writing. If the Change Request is maintained and the Parties agree, all changes to the Services shall be recorded in writing in an amendment to the Contract and/or an additional Contract, as the case may be. Such amendment shall in particular address all relevant material consequences of the change to the Services including all impacts on costs and project schedules. For the avoidance of doubt, if the Parties do not agree on an amendment of the Services following a Change Request, HK LUX shall continue to provide the initially agreed upon Services. HK LUX is under no obligation to amend the Services in accordance with a Change Request but, however, shall apply commercially reasonable efforts to conclude an agreement with Client upon the amendment of the Services.

2.5 Sub-Contractors

HK LUX is entitled to involve third parties such as subcontractors, including but not limited to provider of cloud and/or storage services ("Sub-Contractors") at its sole discretion, regardless of whether they are domiciled in Switzerland or abroad, in connection with granting the License and/or the provision of Services to Client.

2.6 Maintenance and Support Services

From the Effective Date, HK LUX shall apply commercially reasonable efforts and resources to maintain and update the Services and provide support services as set out in the Order.

2.7 Location of Datacenters

Client acknowledges and agrees that HK LUX is processing any data for the purpose of the provision of the Services via the datacenters and Sub-Contractors, about which HK LUX provides information upon written request.

If HK LUX wishes to change the location of datacenters and/or Sub-Contractors, HK LUX shall notify Client about the contemplated change in due time in advance.

3. Limited License

For the term of the Contract and subject to the terms and conditions of this Contract HK LUX grants to Client the nonexclusive, nontransferable, non-assignable, non-sub licensable and limited right to remotely access and use the Services through the cloud for the purpose of obtaining the Services from HK LUX, on and subject to the terms of this Contract ("License").

HK LUX is responsible for licensing of third-party software used for the provision of the Services. Client is responsible for licensing the software required to maintain its IT-System in accordance with the requirements as notified by HK LUX from time to time ("Requirements") in the documentation of the Services ("Documentation"). The use of the Services as well as the cloud require compatible devices, an appropriate internet connection, the installation of further software, defined as Requirements in the Documentation. The performance of the Software may be influenced by these factors.

4. Compensation

4.1 General

As a compensation for providing the Services, Client shall pay to HK LUX fees as set out in the Order ("Compensation").

4.2 Price adjustment

HK LUX is entitled to unilaterally adjust the Compensation to reflect fluctuations in the Luxembourg Consumer Price Index ("CPI") with a notice period of 3 months. The reference value for such adjustment is initially the CPI index value as of the date the Order is confirmed and subsequently the CPI index value as of the date of the previous adjustment by HK LUX.

HK LUX is further entitled to unilaterally adjust the Compensation in order to (i) impose price adjustments from third party hard- or software providers to the Client; or (ii) compensate for fluctuations in the exchange rate in connection with the procurement of such hard- or software provided by third parties, if fluctuations amount to more than 2% between the date of the Order and the date of the respective invoice.

HK LUX shall notify the Client of such price adjustments without undue delay.

4.3 Terms of Payment

Unless otherwise specified in the Order, HK LUX shall issue invoices for the Compensation on an annual basis in advance. The Compensation as set out in the Order, as amended from time to time, is exclusive of value added tax or other taxes or duties.

The Compensation is invoiced by HK LUX plus any value added taxes or other taxes or duties. Invoices of HK LUX are due for payment by Client thirty (30) days after receipt of the invoice without deduction and under exclusion of set-off. After expiration of this payment period without payment of an invoice in full, Client shall be in default without further notice.

5. Limited Warranty of HK LUX

Unless otherwise specified in these General Conditions or the Order, all obligations incumbent on HK LUX under the Contract are considered to be obligations of means (i.e. "obligations de moyens"). Client acknowledges that malfunctions of the Services cannot be completely ruled out, even with the greatest of care, and that the uninterrupted performance of the Services cannot be guaranteed.

HK LUX warrants that HK LUX (i) has full power and authority to enter into the Contract and perform the obligations and duties contemplated herein, (ii) will provide the Services under this Contract consistent with generally accepted industry standards, (iii) will comply with the applicable laws and regulations and obtain and maintain all the consents, authorizations, licenses, permits and registrations required to perform its obligations under the Contract.

Any warranty with regards to physical components and appliances, that are delivered in order to provide Services is excluded to the extent permitted by law, as well as any liability for consequential damages arising from defects of physical components or appliances.

The warranties given by HK LUX under this Section 5 are exclusive and no other warranty, guarantee or condition, written or oral, is expressed or implied by HK LUX or may be inferred from a course of dealing or usage of trade and HK LUX disclaims all implied warranties, guarantees and conditions including, but not limited to, any implied warranties and conditions of merchantability and fitness for a particular purpose. HK LUX does in particular not warrant that the operation of the Services will be uninterrupted or error free, or that the Services will operate in connection with hardware and software combination other than as expressly required by HK LUX from time to time or that the Software will meet Clients' requirements.

6. Duties and Obligations of Client

6.1 General

Client shall during the Term of the Contract:

- (i) carry out all acts of cooperation necessary to enable HK LUX to provide the Services in accordance with these General Conditions and the Order, such as the provision of information or documentation; Client will perform all of its acts of cooperation in a timely manner and in such a way that HK LUX is not hindered from providing the Services. If Client fails to perform its acts of cooperation in a timely manner or to the extent required, project schedules for the Services to be provided by HK LUX are extended to a reasonable extent. Client will reimburse HK LUX separately for any additional expenditure and/or costs incurred in this regard, at HK LUX current standard hourly rate.
- (ii) if required, provide HK LUX staff with limited access to technical environments to perform its obligations specified in this General Conditions and the Order; accordingly, Client will provide HK LUX with access to Client's IT-Systems as is required for the performance of the Services. Client will accommodate off-hours and remote access when reasonably necessary and in accordance with Client's security policies. Client will provide technical details of Client's network configuration, and

support HK LUX during the setup and installation process; the costs incurred by Client in this regard shall be borne by Client.

- (iii) ensure that its employees and third parties attributable to it handle with care the equipment and technologies used by HK LUX as well as any physical components provided to Client under the Contract. Client shall fully indemnify and hold harmless HK LUX from any damages in connection with the violation of Client's obligations under this Section 6.1;
- (iv) send to HK LUX all relevant traffic and log required by HK LUX for analysis; the costs incurred by Client in this regard shall be borne by Client;
- (v) allow HK LUX team members to utilize Virtual Private Network (VPN) or equivalent solutions to access HK LUX systems on Client's network;
- (vi) provide subject matter experts associated with its network and IT operations to support the implementation of HK LUX cyber security solutions. Any costs incurred by Client in this regard shall be borne by Client;
- (vii) ensure at its own cost that HK LUX is authorized to access and process Client Data, in case HK LUX needs to access such data for the provision of the Services;
- (viii) with no delay notify HK LUX in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information it has provided to HK LUX which may materially and adversely affect HK LUX' ability to perform the Services;
- (ix) configurate its IT-System and only use facilities in compliance with the applicable Laws and Regulations;
- (x) Client is responsible for compliance with the Requirements at its own cost. The Requirements may be amended by HK LUX from time to time upon notice. Client shall install, throughout the Term of the Contract all available updates for its Information System and use the software and/or hardware versions recommended by its suppliers pursuant to the minimum system requirements;
- (xi) exclusively use software in relation of its IT-Systems from trustworthy sources and take all appropriate measures to protect its IT-Systems from any viruses, Trojan horses, worms or other components that would limit or harm the functionality of a computer;
- (xii) take and maintain all reasonably required measures to protect its IT-Systems from any unauthorized access to its IT-Systems and any data stored and/or proceeded on Client's IT-Systems, including but not limited to any form of cyberattacks;
- (xiii) ensure the confidentiality of security features, including user names and passwords, and protect these elements against misuse by unauthorized persons. The password, in particular, must never be logged or recorded unprotected and/or made accessible to third parties;

- (xiv) ensure the accuracy of information provided to HK LUX, in particular with view to the definition of the scope of Intervention by HK LUX and the identification of IP addresses;
- (xv) cover any damage that may result as a consequence of data access by HK LUX and/or third parties (including employees), and shall be responsible for the content of the information HK LUX, itself or third parties transmit or process during the execution of the Services of HK LUX;
- (xvi) respect and promote the ethics of HK LUX by refraining from and prohibiting the publication or transmission of data
 - a. in violation of intellectual property rights of third parties;
 - b. in violation of the laws on unfair competition and consumer protection;
 - c. in violation of the laws against money laundering;
 - d. deemed threatening, of violent nature, racist, xenophobic, pornographic etc.
- (xvii) hold HK LUX harmless against any claims brought forward against HK LUX due to the performance of this Contract;
- (xviii) Client undertakes to inform HK LUX of any breach or infringement of these intellectual property rights by third parties, as soon as it becomes aware of such infringements;
- (xix) All documents provided to Client by HK LUX must not be duplicated or disseminated in any way by Client.

Client acknowledges that the use of the resources of its IT-systems or cloud service providers (bandwidth, CPU load, disk space, etc.) during the provision of the Services or servicing by third parties (e.g.: monitoring and intrusion testing) may limit the performance of the Services or generate additional costs. Such additional costs shall be borne by Client.

If Client fails to comply with its obligations under this Contract, HK LUX shall be released from any liability under this Contract and the Services, as the case may be, provided by HK LUX shall be considered as conforming to this Contract.

6.2 Terms of Use of the Services

Client agrees not to use or permit use of the Services for any purpose other than as explicitly agreed herein, in particular, in a manner that constitutes an infringement of intellectual property or other proprietary rights or otherwise violates applicable laws and regulations and/or the Acceptable Use Policy of Sub-Contractor as amended from time to time, in particular, but not limited to, the rules governing the use of the cloud operated by Sub-Contractors (e.g. Infomaniak Network SA: <https://www.infomaniak.com/en/legal/general-terms-and-conditions>; BrainServe SA: <https://prod.brainserve.ch/en/legal-information/>).

Client is aware and acknowledges that the Services are provided via cloud and that the relationship between HK LUX and Sub-Contractor is governed, inter alia, by the Acceptable Use Policy of Sub-Contractor, on which HK LUX has no influence. Client is aware that Sub-Contractor may regularly

change the Acceptable Use Policy of Sub-Contractor and agrees to regularly check and comply with the Acceptable Use Policy of Sub-Contractor when using the Software Services. Client is further aware that the violation of the rules governing the use of the cloud may lead to Sub-Contractor interrupting the access to the cloud or terminating the agreement with HK LUX. Client agrees to defend and indemnify HK LUX against any claim arising out of a violation of these Client obligations under this Section 6.

Client may not, and may not cause or permit others to:

- (i) unless otherwise stated herein, make the Services or materials to which Client is provided access, available in any manner to any third party;
- (ii) modify, make derivative works of, disassemble, reverse compile, reverse engineer, reproduce, distribute, republish or download any part of the Services or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to HK LUX;
- (iii) disclose to any third-party results of any tests of the Services without HK LUX' prior written consent;
- (iv) perform or disclose any of the following security testing of the Services or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing without prior written agreement by HK LUX; and
- (v) unless otherwise stated herein, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Software Services or materials available, to any third party.

6.3 Access to Services

Passwords and user names to access the cloud and the Services are provided to Client on an individual basis, separately for each user and exclusively for the purpose of accessing and using the Services. User names and other log-in credentials generated by HK LUX are for Clients' internal use only. Client shall not and procures that its users will not sell, transfer or sublicense the log-in credentials including user names to third parties.

Client shall be solely responsible for ensuring the security and confidentiality of such user names and passwords, and shall notify HK LUX immediately of any unauthorized use or other known breach of security.

Client is responsible for all activities that occur under Client's user names and/or passwords.

6.4 Regulatory Change

Client shall notify HK LUX without undue delay if changes in laws and regulations, to which Client is subject of, may require a change in the Services. For the avoidance of doubt: HK LUX is under no obligation to observe developments in regulatory

and/or legal requirements to which Client is subject and which may require changes to the Services.

Section 2.4 of these General Conditions shall apply mutatis mutandis to changes due to amended regulatory or legal requirements according to this Section 6.4.

7. Limitation of Liability

Upon due notification in writing, HK LUX' sole liability and obligation and Client's exclusive right and remedy under the limited warranty according to Section 5 with regard to physical components and appliances not conforming to this Contract is the repair or replacement of a physical component and/or appliance at HK LUX' sole discretion.

Unless explicitly specified otherwise in this Contract, HK LUX shall only be liable for unlawful intent and gross negligence as well as only for direct damage caused by bodily injury. Any further liability of HK LUX arising out of or in connection with this Contract shall be excluded to the maximum extent permitted by the law. In no event shall HK LUX be liable to Client or any third party for any indirect, incidental or consequential damages, or any loss of revenue or profits, data, or data use, arising out of or related to this Contract, whether in contract or tort, or otherwise.

HK LUX' aggregate liability under this Contract is limited to the total amount of one annual Compensation paid by Client to HK LUX in the year prior to an incident for which Client may hold HK LUX liable under this Contract.

If Client fails to comply with its obligations under this Contract, HK LUX shall be released from any liability under this Contract and the Services provided by HK LUX shall be considered as conforming to the Contract. HK LUX shall not be liable for any non-compliance of its Services due to the non-compliance of Client with its obligations under this Contract. HK LUX shall not be liable and shall not assume any responsibility for any damages incurred by Client due to transmission errors, corruption of data, interruptions, failures of or intrusions into IT-systems.

During intervention, HK LUX cannot be held responsible for the following events and occurrences:

- (i) temporary disturbances concerning the availability and performance of Client's IT-system;
- (ii) access by third parties to data due to breaches of security in Client's IT-system;
- (iii) access by third parties to Client's data in the event of breaches of the required duty of care regarding data access and any other obligation according to this Contract by Client;
- (iv) loss of Client's data encryption;
- (v) loss of backup and integrity of Client's data, including logging, statistics, configuration files, data generated or updated by users of Client's IT-system.

The liability of HK LUX for associates shall be excluded to the extent permitted by law.

8. Intellectual Property

No transfer of ownership of any intellectual property will occur under the Contract. Each Party hereby reserves and retains ownership of all rights, titles, and interests in any intellectual property rights that it has created or acquired before entering this Contract or which each Party creates or acquires independently of this Contract ("Pre-Existing Materials"). Unless stated expressly otherwise in the Contract, Pre-Existing Materials of either Party may not be used in any way, disclosed, transferred, sold, published or otherwise exploited by the other Party.

Client agrees that all rights, titles, and interests in intellectual property rights created or developed in the course of this Contract ("New Materials"; e.g. any intellectual property rights created or developed on occasion of the performance of any Services under the Contract) shall be the sole and exclusive property of HK LUX. Client hereby transfers to HK LUX and/or hereby agrees to transfer all right, title and interest in and to such New Materials upon their creation and together with any associated copyrights without restrictions in terms of subject matter, time or geographical scope.

If Client has any rights, titles, and interests in New Materials that cannot be transferred to HK LUX by Client due to restrictions by mandatory law, Client hereby automatically grants to HK LUX an exclusive, even as to Client, irrevocable, perpetual, worldwide, transferable, sub-licensable, fully-paid and royalty-free license to such New Material without restrictions in terms of subject matter, time or geographical scope, and in particular but not exclusively with the right to use in any possible way, to disclose, to export, to make perceptible, to reproduce, to distribute, to exploit, to modify and to further develop.

If Client has any rights, titles, and interests in New Materials that can neither be transferred nor be licensed to HK LUX due to restrictions by mandatory law, Client hereby automatically, unconditionally and irrevocably waives the enforcement of such rights in New Materials, and all claims and causes of action of any kind against HK LUX or related to HK LUX' customers, with respect to such rights, and will, at HK LUX' request, consent to and join in any action to enforce such rights.

Unless stated expressly otherwise in the Contract, Client will not in any way use, disclose, transfer, sell, publish or otherwise exploit these New Materials and will not challenge the validity of HK LUX' ownership of any intellectual property rights in the New Materials. Client hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal under applicable law in and to New Materials and ensures that also its employees and sub-contractors waive any such rights.

9. Confidentiality

Each Party shall keep confidential and not disclose to any unauthorized third party any and all information that the disclosing Party furnishes to such receiving Party in connection with this Contract, in particular any confidential information relating to HK LUX' business and ensure that confidential information is only disclosed to employees, sub-contractors, agents or other auxiliary persons which require such confidential information for the purpose of this Contract and which are bound to confidentiality obligations not less strict than those set forth herein. These confidentiality obligations shall

remain in force for the duration of this Contract and a period of 5 (five) years as from the Termination Date.

Confidential information shall not include information which: (i) is or becomes a part of the public domain through no act or omission of the other party; or (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party without violating any obligations set forth herein.

Each Party shall have the right to disclose confidential information of the other Party to courts or other authorities to the extent they are obliged to do so by the applicable laws and regulations or based on an order of any judicial or regulatory authority. Prior to the disclosure of such confidential information, each Party shall notify, to the extent legally permitted, the other Party without undue delay of the related request or summons and inform the other Party about the confidential information which it intends to disclose in the framework of such request/summons.

10. Non-Solicitation of Personnel

During the term of the Contract and twelve (12) months after the Termination Date, Client undertakes not to solicit (as employee or consultant or any other type of engagement) any person who is or becomes on or after the Effective Date of this Contract an employee of HK LUX and/or any of HK LUX's affiliate, and will not allow, which the Client shall procure, such solicitation by any of its affiliates. The foregoing restriction in this clause shall not apply with respect to advertisements in newspapers of general circulation, internet-based job offers, job fairs or other general means of employment solicitation all of which do not target specific individuals.

In case of non-compliance with this Section 10, Client shall compensate HK LUX by paying a lump sum equal to the gross salary of such employee during the twelve months preceding the employee's departure.

11. Data Security – Data Protection

Client acknowledges and agrees that all alerts, reports and configuration settings generated and/or made via software, sensors and appliances, as the case may be, in the course of the provisions of the Services are transmitted to HK LUX using end-to-end encryption.

Each Party undertakes to the other Party to take all necessary steps to ensure that it operates within the requirements of the Swiss Data Protection Act and the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, GDPR (if applicable).

To the extent Client transfers personal data to HK LUX for the purpose of obtaining the Services, Client shall notify such persons about the content of HK LUX' Privacy Policy and how HK LUX' Privacy Policy may be accessed.

During any intervention, Client is responsible for the processing of data which may contain personal, sensitive or confidential data within its IT-system. Client shall procure that HK LUX may legally access and process such personal data for the purpose of such Intervention.

Personal data is treated by HK LUX with the highest confidentiality and is neither sold nor transferred to third parties. HK LUX stores and processes only the data required to fulfil its contractual obligations according to the Contract.

Non-personal data of Client, such as the generation of technical logs as a consequence of the performance of Services may be stored and maintained by HK LUX due to the applied technical process and in accordance with the applicable laws and regulations.

Client authorizes HK LUX to treat and process Client's data internally and in association with the affiliated companies of its group, to enable HK LUX to ensure the provision of the Services in accordance with the Contract. For the Term of the Contract, Client grants HK LUX (including its affiliates) the non-exclusive, non-sublicensable, royalty-free, worldwide license to use data whose intellectual property rights are owned by Client ("Client Data") for the sole purpose of fulfilling HK LUX' duties and obligations under the Contract.

12. Data Backup

Client is solely responsibility for the content and management of Client Data. Client shall make a copy of all its data during any Intervention of HK LUX. Client shall, at all times, ensure the integrity and availability of the Client Data. Client is responsible for the backup of Client Data, the backup and the integrity of its data logging, statistics, and data generated or updated by users of their Information System (e.g. the historical data of customers, products, orders, invoices, settings, etc.).

13. Term and Termination

13.1 Effective Date

These General Conditions will come into effect on the Effective Date, and each Order will come into effect on such Order's effective date or the date of its due execution by Client, as the case may be. These General Conditions and the respective Order will remain in force for the minimal duration as specified in the Order, subject to Sections 13.2 (Contract Term and Termination) and Section 14 (Survival).

13.2 Contract Term and Termination

Each Contract will come into effect on the date specified in the applicable Order forming such Contract and remain in force for the term specified in that Order. A Contract may be renewed for an indefinite number of periods.

After the minimal duration as specified in the respective Order, a Contract may be terminated by either Party in writing with a six (6) months' notice period to the end of a month ("Termination Date"). For the avoidance of doubt, a Contract may not be terminated during the minimal duration as specified in the respective Order.

Either Party shall be entitled to terminate at any time (for the avoidance of doubt, including during the minimal duration) this Contract in writing per registered mail, effective immediately, if so permitted by Swiss law or in case the other Party commits a material breach of this Contract which is incapable of remedy or which, if capable of remedy, has not been remedied within thirty (30) Business Days of the date of a written notice specifying the material breach and requiring the same to be remedied.

The Parties agree that such a material breach (incapable of remedy) may include, but not be limited to:

- (i) any act of dishonesty, disloyalty or fraud committed in the performance of its obligations under this Contract;
- (ii) Bankruptcy or composition proceedings have been commenced against a Party or if a Party is manifestly insolvent;
- (iii) in case of undue subcontracting (e.g. where HK LUX sub-contracts without notifying Client or obtaining its relevant prior approval).

14. Survival

Each Party's obligations with respect to Confidential Information under Section 9 shall continue for five (5) years from the Termination Date and then terminate, to the exclusion of production and business secrets which shall be protected for an unlimited time. The rights and obligations under Section 8 (Intellectual Property), Section 10 (Non-Solicitation), Section 11 (Data Security - Data Protection), Section 13 (Term and Termination) and Section 15 (General Legal Provisions) shall survive in perpetuity.

15. General Legal Provisions

15.1 Sundries

Unless otherwise stated in these General Conditions or the Order, no amendment to the Contract or these General Conditions will be valid unless mutually agreed to by us and Client in writing.

15.2 References

HK LUX is entitled to mention the Client and the contractual relationship between HK LUX and the Client as references for marketing purposes.

15.3 Dispute Resolution

The Parties shall resolve disputed issues in principle at the operational level. If no solution is agreed upon in writing between project managers at the operational level within thirty (30) days since first written notice of a Party to the other Party about an issue in relation to this Contract, each side shall be entitled to refer any controversial issues to the CEO level of the respective Party. If the Parties have not concluded a solution for the issue in writing at the CEO level within another thirty (30) days from the receipt of a referral to the CEO level by either Party, each Party is free to initiate a litigation proceeding as set out in Section 15.4.

15.4 Applicable Law – Jurisdiction

These General Conditions and the Contract and any claims arising from or in connection with these General Conditions or the Contract shall be governed by and construed in accordance with the substantive laws of Luxembourg. The United Nations Convention on Contracts for the International Sale of Goods of 11 April, 1980 (CISG) shall not apply.

The competent courts of Luxembourg shall have exclusive jurisdiction for any and all disputes arising out of or in connection with these General Conditions and/or the Contract.

Luxembourg, 18.02.25