

## **GENERAL TERMS OF SALE**

### **I - GENERAL REMARKS:**

For the need to resell/supply hardware and software (“Product”) and/or services related to the Product (“Services”) to their own customers (“End-User(s)”), reseller/partner (“Reseller(s)”) may order such Product and Services to the relevant EXCLUSIVE NETWORKS entity belonging to EXCLUSIVE NETWORKS Group (“Distributor”). Then, these general terms and conditions apply to sell/supply by Distributor to Reseller of Product and/or Services chosen by Reseller considering its expertise.

### **II – PROPOSAL AND OFFER**

The Reseller requests a proposal from the Distributor. the latter may issue an offer (“Offer”) which is valid within the limits of the option period which, unless otherwise stipulated in the Offer, during fifteen days starting from the presentation of the Offer. Any information on the catalogues, manuals and price lists is for information only; Distributor may make changes to it at any time without notice.

### **III ORDER:**

If Reseller agrees to the Offer, he will issue an order which only becomes valid and binding after its approval by Distributor. The latter may notify its refusal of the order within five working days of its receipt. Any order not expressly accepted by Distributor should be considered refused, regardless of the number of days.

Any changes to the order notified by Distributor during this period shall be considered accepted by Reseller, unless Reseller notifies Distributor of its opposition in writing within three days starting from the date of the notification. In the event of a change, the order shall only be considered final upon receipt of Reseller’s consent, or on expiry of this three-day period. In the event of a modification of any kind (designation, quantity, etc.) to an order already received and confirmed by Distributor, the conditions granted previously cannot be extended without Distributor’ consent.

An order accepted may, nonetheless, be cancelled by Distributor should Reseller fail to fulfil their obligations arising from article XIV or indicated in the article X.

An order accepted by Distributor shall not be cancelled, modified and/or amended by Reseller.

By placing an order the Reseller confirms that he has then previously received, read and accepted these General Terms of Sale (“GTS”) and, where relevant, the special conditions specified and agreed in writing at the time of the order.

No additions, omissions or modifications to any of the provisions of these GTS will be binding on Distributor without its prior written approval.

Any clauses or specific conditions on Reseller’s Purchase order, or in any kind of other documentation, that are in contradiction with these GTS are not applicable, except with the express written approval of Distributor.

It is agreed and understood that Reseller’s use of the Products or Services is subject to Reseller’s continuous compliance with terms and provisions set forth under this GTS.

#### **IV – THE PRODUCTS AND SERVICES ORDERED:**

The Offer and invoice itemises the Products and the Services ordered. These Products and Services are sourced by Distributor from different suppliers/ software sources (“Vendor(s)”).

It is agreed and understood that Distributor shall not be liable of any misinterpretations and/or errors regarding the nature, functionality and/or capabilities of the Products and/or Services ordered by Reseller.

##### **• Hardware sales.**

Distributor distributes hardware sourced from different Vendors, for whom Distributor is the authorized distributor. The technical characteristics and documentation of this hardware is the responsibility of the Vendor and is handed over as is by Distributor. Distributor undertakes to forward relevant documentation to Reseller.

##### **• Supply of software.**

Distributor distributes to Reseller the software program as a standalone solution or as integrated into hardware sold.

The conditions under which the relevant license for the software is granted, and the obligations Reseller and/or end Reseller accept vis-à-vis the Vendors of the software concerned, will be detailed in a licence agreement issued by the software Vendor itself and/or sent along with the invoice (called by Vendors end user license agreement – “EULA”). Reseller commits to communicate the terms of this EULA to its End-User/s and to inform them that this EULA applies to the use of the software.

In the absence of a licence and specific conditions, the right to use the software ordered or installed in hardware distributed by the Distributor is limited to the operational implementation and use of a single copy of this software, according to its documentation with the exclusion of any right of reproduction, modification or correction of errors. Distributor is not, under any circumstances, responsible for any problems that may affect the software, nor for the temporary or permanent discontinuation, by the Vendor. Distributor shall therefore not be liable for any issues arising out of updates, modifications, patches provided by the Vendor, such as but not limited to incompatibility to existing systems or infrastructure, operational disruption, or loss of data. Any claims and/or disputes arising out and/or in connection to third party software must be directed to the relevant software Vendor, as set forth in the relevant Vendor’s documentation.

##### **• Services**

Distributor does not assume any liability for cost estimates for services under contracts for work and services submitted by Distributor, as long as their binding nature is not expressly assured in writing. Non-binding cost estimates can be exceeded by up to 10%. When calculating prices, Distributor assumes that the necessary preparatory work and the obligations to cooperate have been completed in full by the customer and do not lead to idle times at Distributor. In the case of maintenance contracts, the travel time applies with a discount of 20% for the calculation equal to the working time. Completion dates for repair work are binding if they are expressly stated to be binding. In the case of non-binding dates, a grace period set by the customer in writing is required to bring Distributor into default. In the event of justified notices of defects, Distributor shall have the right to remedy the defects twice. The customer is obliged to accept the repair item and to inspect it immediately after receiving it, otherwise acceptance is deemed to have

taken place within the period of one week. All provisions of these GTC on the setting of deadlines, payment terms, disruption of performance, transfer of risk, material defects and investigation obligations as well as on the place of jurisdiction and the applicable law also apply to contracts for work and services.

• **Documentation from Vendor.**

Reseller agrees to strictly comply with all operational, technical and usage guidelines and rules as detailed and set forth in the documentation (including EULA, or License agreement as the case may be) provided by Vendor and handed over as is by Distributor and/or necessary to use the Products and/or concerning managed security services arrangements.

Reseller acknowledges that failure to comply with Vendor' documentation may affect the use of the Products, and the right to use the software (such as, but not limited to: voiding warranties, limiting the indemnification in case of IPRs issues, limiting the availability of services and/or the performance of related services, resulting in malfunctions). Furthermore, Reseller hereby undertakes to ensure that its End-Users are informed and shall comply with all relevant documentation as set forth under this clause, assuming full liability thereof. Distributor shall bear no liability for any damages, losses claim disputes arising out of Reseller and/or its End-Users non- compliance with the above detailed documentations.

**Services:**

When the Products are subject to a maintenance or technical care or update services from their respective Vendor, ordering them from Distributor entails the ordering of such services, together with the financial conditions detailed in the offer and the invoice. Distributor may also provide itself or via the Vendor or a third party, additional services, such as installation, which will be subject to a separate order at conditions stipulated in the offer and the invoice. Distributor will not be responsible for the services provided by any third parties.

Reseller agrees to fully cooperate with Distributor and or its third-party suppliers to enable timely and efficient performance of the services. Failure to do so may result in delays or additional charges for Reseller, for which Distributor shall bear no liability. Services shall be deemed accepted upon completion unless Reseller notifies in writing otherwise within 5 (five) days and/or the different term as specified in the relevant order of completion. Distributor may rework at its own discretion the related services and disclaims any express or implied warranties related to the outcome of related services. The binding terms and scope in which the services are performed are the terms and conditions as delivered by their Distributors.

**V - INTELLECTUAL PROPERTY:**

The distribution of hardware or the supply of software ordered from Distributor does not grant Reseller and its End-Users any intellectual property rights, ownership right and/or title associate with such software and its related documentation. All intellectual property rights shall remain exclusively with the respective Vendor. Reseller therefore agrees, and undertakes to ensure its End-User will agree to use Products strictly in compliance with the terms detailed in the relevant documentations form which Vendor will guarantee to Reseller , and its End-Users, against any breach of quiet possession due to a third party claim affecting an intellectual property right and with the consequence of a restriction or prohibition of use of the hardware or software supplied. Reseller shall indemnify Distributor for any claims, losses or damages arising out of or in connection to its or its End-User breaches of the provisions under this clause. Distributor shall not be liable in any way for any problems arising from the operation, introduction or

maintenance of software that it did not supply. Excluding the right to use a copy of the software as indicated above, any further liability relating to the rights (and obligations) to the software is solely on its Vendor's side.

## **VI – FINANCIAL CONDITIONS:**

- 5.1. Price.

Products will be invoiced at the Distributor's rate valid on the date of acceptance of the relevant order. Prices are exclusive of indirect tax; any indirect taxes, delivery charges, shipping, packaging and insurance will be invoiced in addition, at the rate applicable on the date of sale or delivery. Orders for special Services and Products not on Distributor's price list shall be invoiced at the price stipulated in the Offer. Distributor may from time to time change the price of Products also as a result of changes from the Vendor.

All payments made under this Agreement shall be made without any deduction or withholding for or on account of any taxes, unless required by applicable law. Each Party shall be responsible for its own taxes.

- 5.2. Billing.

Acceptance of these GTS implies Reseller's express agreement to receive, where relevant, electronic invoices in substitution of paper invoices from Distributor. In case Reseller does not object invoices within 5 (five) days from receipt the said invoice shall be deemed accepted by Reseller itself.

Without prejudice to Reseller's rights to seek correction of the received invoices, it is agreed and understood between the parties that if Reseller does not dispute invoices within 15 (fifteen days) from date of receipt, such invoice shall be deemed accepted by the said Reseller and payment is to be made on the date which is calculated as: invoice date + payment terms days.

Reseller acknowledges and agrees that Distributor may assign all or a portion of the receivable arising from an order as defined and finalized under clause III of these GTS to a financing institution.

- 5.3 Payment terms.

For Resellers who do not have an account with Distributor (credit limit), payment is due at the point of placement of the order all payments shall be made strictly in advance.

Where and to the extent that a credit line is granted to the Buyer, all invoiced amounts shall become due and payable within fourteen (14) days from the date of invoice, in full and without any deduction, set-off or counterclaim.

Requests to open an account should be accompanied by the usual banking and commercial references as well as documents permitting an analysis of solvency.

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Payments cannot be made in cash.

Except under specific conditions, it is agreed that in case of Reseller which do not make payments on a daily basis, periodic payment will include all invoices that have become due and will become due before the next periodic payment date. Reseller shall pay Distributor's invoices on the respective due dates in full in cleared funds, without set off, counterclaim or deduction of any kind. The obligations to pay all amounts due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, defense, counterclaim, interruption, deferment or recoupment for any reason .

- 5.4. Failure to pay.

Any late payment shall automatically result, without prior notice, in the application of late penalties at a rate equal to default interest at 5% per month (statutory in any event);

In the absence of payment of a single instalment (or of a single bill on the due date), or in case of any insolvency procedure filed against Resellers, or in case Reseller exceeds credits limits, the entire amount of the sums owed by Reseller to Distributor shall immediately become payable. In addition, whether individually or cumulatively at Distributor's sole discretion, the following penalties may apply: a) Deliveries and orders in progress may be suspended, b) suspension or cessation of contracts or deliveries without any liability on the part of Distributor, c) cash allocation; d) revocation of the Reseller's credit line and restart of the commercial relationship on a prepayment basis; e) right to withhold payment of any credit notes issued by Distributor, which shall automatically lapse 12 months after issuance

The sale will only be completed and title transferred on full and final settlement of the invoices. Should Distributor be forced to demand payment of invoices, even if simply by registered letter, a minimum indemnity of 10% of the amount of the debt shall be due by Reseller as a penalty, starting from the due date of the invoice.

When the collections costs incurred are greater than the amount of this flat-rate fee, Distributor may require an additional indemnity, backed up by supporting documentation.

In addition to the provisions stated above, Reseller hereby also acknowledges and undertakes also that, upon late payment and/or payment default by Reseller, the Distributor may require Reseller to assign to it its receivables from its Customer and/or to novate the deal to another reseller to carry on activities for the Customer.

- 5.5. Specific financial conditions applicable to Multi-years deals. Reseller acknowledges and agrees that entering into Muti-years deals constitutes a binding commitment to fulfil all associated payment obligations for the entire duration of such deal, regardless any usage, business performance and/or early termination by its end- Resellers.

Distributor may require to Reseller to provide a specific guarantee (bank guarantee or parent company guarantee) to secure the Reseller financial commitments related to a Multi-years deal.

In no event shall Reseller be relieved of any payments related to multi-years deals. Reseller acknowledges and agrees that payments made under a multi-years deal are non-refundable.

Reseller shall not be entitled to any probation or credit for any unused portion of the products, including in case of early termination.

In addition to the provision set forth in the clause 5.4, failure to pay any of the agreed amounts and/or instalments on their due date shall entitle Distributor a) to request immediate payment of all remaining amounts under the multi-years deal, which will become immediately due and

payable, and b) to suspend any delivery of the Products to Reseller or terminate a binding commitment with the right to all amounts indicated in the point a).

Distributor at its sole discretion may also decide to terminate any order with Reseller and seek for any damages thereof.

#### **VII – DELIVERY TIMES:**

The delivery times communicated to Reseller are given as an indication or guideline only, as Distributor is dependent on its Vendor and parties agree that delivery time is not of essence.

Distributor is entitled to suspend or cancel a delivery in serious circumstances, and in particular in the following cases:

- should Reseller fail to comply with the agreed payment terms;
- should Reseller fail to provide Distributor in a timely manner with the technical, financial or commercial information or specifications, necessary for dispatch;
- Reseller does not obtain or loses the ability to purchase with deferred payment (credit limit);
- in the case of Force majeure or events such as social strife, epidemic, war, requisition, fire, flood, tooling accidents, significant scrapping of parts during manufacture, interruption or delays in transport, or any cause leading to a partial or total work stoppage at Distributor or their Vendor suppliers. The possible prohibition on exports pronounced by the government of the country of origin of the hardware is considered, among other things, as a case of force majeure.

In any case, the time for obtaining administrative permits and carrying out formalities is added to the delivery time communicated to Reseller.

#### **VIII – TRANSPORT AND DELIVERY:**

For domestic deliveries, the EXW Incoterm is applicable by default. For domestic deliveries of hardware products in Switzerland, Reseller mandates Distributor to organize the transport of said products to the delivery address according to the information communicated by Reseller.

For non-domestic deliveries, appropriate Incoterms will be decided at point of sale.

The Parties in the accepted order may also agree on a different Incoterms formula.

Distributor is not responsible for delays in delivery due to causes that are beyond Distributor's direct control and influence.

In the absence of any special purchase conditions on Reseller's purchase order, the goods are deemed as having to be delivered to Reseller at their head office. They are dispatched with carriage and packaging the responsibility of Distributor. Insurance is provided by Distributor up to Reseller depending on incoterm agreed per delivery; if so, all related costs are invoiced as a fixed price.

No recourse may be exercised against Distributor, the forwarding agent or the haulier (carrier) for losses, spoilage or damage incurred by the goods, unless an official report with irrefutable probative force has been sent to the haulier (carrier) or the forwarding agent within two days and Distributor formally notified within the same time period.

The accessibility and layout of the premises intended to receive heavy, cumbersome equipment must be ensured in a timely manner by Reseller; Distributor shall not bear the cost of this under any circumstances.

#### **IX – RETURN OF PRODUCTS:**

No Product can be returned without the prior written agreement of Distributor. Returns with Distributor' approval only concern Products that have not been modified or altered and must be done in the original packaging. Reseller shall be liable of maintaining the original package of the products The costs of transport and re-warehousing are the responsibility of Reseller.

Reseller should return the equipment within eight days after obtaining the approval of the Distributor or within the different term as specified in the relevant order/approval. Any credit note, if applicable in relation to Vendor's provisions, will be issued by Distributor only upon receipt of the relevant credit note from the Vendor itself.

#### **X – TRANSFER OF RISKS AND RETENTION OF TITLE:**

Products and or Services title/s shall pass to Reseller only upon full payment of their amounts as set forth in the relevant order/s. The risks of loss, theft or destruction will, nonetheless, be the responsibility of Reseller as from receipt of the Products and until full payment of the price for a EXW delivery.

Any risk related to results, deliverables and any outcomes of related services provide by Distributor, shall be transferred to Reseller upon (i) acceptance of the related Services by Reseller, or (ii) five (5) business days , or the term specified otherwise in the order, following completion of related if no written objection is moved by Reseller as defined in previous clause III.

If the Products are resold before full payment has been made to Distributor, the latter reserves the right to claim payment of the resale price, at Reseller's expenses, from Reseller's End-Users.

In the case of a cancellation of an order for Products due to a case of force majeure, or by the Reseller; where permitted by Distributor, no advance payments already collected shall be refunded by Distributor.

#### **XI – GUARANTEE:**

Reseller acknowledges that Products, hardware and software, are guaranteed for a period stipulated in the Vendors 's documentation accompanying such products.

The terms and conditions of each guarantee are defined in the applicable Vendor 's documentation.

The guarantee shall cease immediately if an intervention is carried out for any reason whatsoever by a repairer not approved of by Vendor or Distributor.

In respect of this guarantee, Distributor may facilitate the repair or replacement by the Vendor, as the case may be, of the product or part which has been recognised as being faulty and returned to the address indicated by Distributor. In case Distributor may facilitate replacement, the return of products under guarantee must have the prior approval of Distributor. To this end, Reseller shall contact Distributor' support service by telephone.

If the Product is recognised as being faulty, Distributor will give Reseller a Product return code. Products recognised as being faulty should be returned in their original packaging, along with the return code.

Products or parts replaced under the terms of the guarantee shall become the exclusive property of Distributor.

Interventions under the guarantee do not extend the guarantee. This guarantee is exclusive of any other guarantees.

Reseller shall indemnify Distributor for any claims, losses or damages arising out of or in connection to any claims, warranties or representations made by Reseller which differ from the Product warranty and documentation provided by Vendor.

## **XII – LIABILITY:**

Reseller acknowledges that they are professionals, and, in this respect, they are knowingly accepting the hardware or software, that are the subject of the agreement between the parties and state that they are adequately informed of the use and intended purpose of the hardware or software, having read, understood and accepted the terms hereunder.

Distributor shall not be held liable for the incompatibility of the hardware or software with other equipment, existing infrastructure or software with which it is intended to be operated. In particular, Distributor cannot be held liable for any direct or indirect, temporary or permanent impact the installation of hardware and/or software and for any software (including defects) may have on an existing installed system.

The Distributor will be liable only for its activities or related services strictly within the limits and in compliance with the terms set forth under this clause and other applicable clauses hereunder.

Reseller acknowledges and understands that Distributor is responsible only for direct damage caused by the activity of distribution or related services by Distributor as set forth hereunder, within the lower from: (a) limit of the loss effectively suffered by Reseller due to this fault and (b) the price of the equipment, software or services sold.

Any losses that are indirect, commercial and due to lost profits, including the loss of data and operating loss, are expressly excluded, as well as are all cases of force majeure. Claims based on the Product Liability Act or those due to personal injury are reserved.

In the event of the necessity for an update or corrective installation, Reseller is informed that Distributor cannot act before receipt of said updates and corrections from the Vendor and cannot be held liable for any delays incurred.

## **XIII – EXPORT CONTROL AND INTERNATIONAL SANCTIONS:**

The Reseller undertakes to provide the Distributor with the name and address of the End User along with the intended use of the products in written form on their PO or via supporting email. The Distributor cannot be held liable for the Reseller's failure to observe the obligations arising from this clause and the related regulations.

Export Control:

- a) The Parties recognize that any information (hardware, software and technology) received pursuant to this Agreement may be subject to Dual-Use export regulation (EU, US or other). In case of an export, transfer, or re-export to another counterpart, this Export Control clause should be communicated by the Reseller to their own End Users.
- b) If the Reseller is the End user, Distributor will require a certificate of communication from the Reseller in which it takes responsibility of communicating the End User if/when the goods are later transferred.
- c) When applicable, Reseller may be asked to obtain a complete and signed End User Statement to be addressed to the Distributor. Including the name, address of the end user, its end use, and any other intermediary party involved. There should be no change to the end user declared to Distributor.
- d) In case of a change in End User information, Reseller shall inform the Distributor, in writing, about this change and must not re-export without the “approval” of Distributor. If Distributor has a doubt about the right End User, it must not deliver the items.
- e) Reseller agrees to maintain full, true, and accurate records of transfer, exports, and re-exports, of Product(s) supplied, purchased, or resold. Reseller agrees to provide such export-related records to Distributor upon the latter’s request.
- f) Reseller agrees to implement and maintain appropriate procedures, controls, and systems (automated screening tools) to verify that its customers (as well as their respective directors and UBO) are not subject to the sanctions or blocking or asset-freeze measures.
- g) Distributor reserves the right to conduct (directly or through any third party) audits of Reseller to assess their compliance with this clause.

International Sanctions:

- h) Each Party certifies its compliance in all material respects with all applicable foreign and domestic laws and regulations, including Sanctions, pertaining to each jurisdiction in which it operates, and to maintain operational procedures to ensure that it does not breach any applicable Sanction or other law or regulation applicable to it.
- i) Reseller shall not make any transfer, export, or re-export directly or indirectly, in connection with Office of Foreign Assets Control (“OFAC”) Listed person, EU listed person, EU Member State Listed Person nor Blocked Person, or any sanction list.
- j) Each Party represents that neither it nor any of its subsidiaries:
  - (i) is an individual or entity (“Person”) that is, or is owned or controlled by Persons that are the subject of any applicable sanctions issued, administered, or enforced by the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United States Department of State, the United Nations Security Council, the European Union, or Her Majesty’s Treasury (collectively, “Sanctions”), or any sanction list; or
  - (ii) will, directly or indirectly, use any benefit derived from this Agreement to fund any activities or business of or with any Person, including a Reseller, who is subject to Sanctions or in any other manner that would result in a violation of Sanctions by any Person.
- k) Any transfer, export, or re-export directly or indirectly, that includes persons and/or entities; that are nationals of or located in Belarus, Cuba, Iran, North Korea, Russia, Sudan, Syria, and the sanctioned territories of Ukraine should be formally communicated on written

request, to Distributor. Distributor shall have the right to oppose transfer, export, or re-export, or any misuse for the Defense sector, or a person active in the Defense sector.

#### **XIV – RESELLER’S COMMERCIAL COMMITMENTS:**

Reseller undertakes to apply the best commercial standards as well as the laws applicable in their territory and not to harm Distributor’ commercial reputation through the products supplied by them. In particular, Reseller undertakes to provide accurate, up-to-date information about the characteristics, performances and possible uses of the products sold by Distributor.

Reseller also undertakes to obtain and renew any authorisations necessary for the sale of the products in the country in which they are established. Reseller also undertakes to respect and enforce the intellectual property rights protecting the equipment sold by Distributor as well as the software for which a licence is granted.

In case of non-compliance to any of the obligations under this clause, Distributor is entitled to terminate at its sole discretion any or all orders already in place with Reseller. This being the case, all outstanding payments shall become due and payable. Termination shall be subject to any rights and remedies Distributor may have hereunder or in law.

In addition, Reseller shall maintain strict confidentiality of all proprietary, technical, and business information disclosed by the Distributor ("Confidential Information") and shall not disclose or use such Confidential Information except as necessary to perform its obligations herein. In the event of any unauthorized disclosure or use, Reseller shall immediately notify Distributor upon becoming aware of the breach. The Distributor shall be entitled to injunctive relief in addition to any other remedies available at law or in equity to prevent further unauthorized use or disclosure.

#### **XV – ETHICS – COMPLIANCE WITH THE LAW:**

##### **1. Compliance with Laws – General.**

###### **1.1 General Compliance Obligations.**

Both parties agree to comply with all applicable laws and regulations related to the sale, distribution, and support of products purchased under these Terms and Conditions, including, without limitation, any applicable trade compliance, export control, customs, tax, social, labour, anti-bribery and anti-money laundering regulations. Acting in good faith, the Parties shall not take any action that would violate the laws or trade policies applicable to their business relationship.

The Reseller (including, but not limited to, its officers, directors, employees, agents, and subcontractors) declares that it is in full compliance with all applicable tax and social legislation, by making the required declarations and paying the corresponding amounts (taxes, fees, contributions).

###### **1.2 Subcontracting obligation.**

The Reseller undertakes to strictly comply with, and to ensure that its Subcontractors comply with, the laws in force in the countries in which it operates, as well as all applicable international treaties, laws and regulations relating to anti-bribery, Human rights and labour law, in particular

the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

The Exclusive Networks Group has made a formal commitment to comply with and enforce the provisions of the Modern Slavery Act of 2015. Where applicable, the Reseller agrees to comply with the Modern Slavery Act and to ensure compliance by its Subcontractors, including the implementation of policies and due diligence procedures to prevent forced labour and human trafficking.

## **2. Ethics and Anti-Bribery Laws.**

### **2.1 Compliance with Law Anti-Bribery Laws.**

The Reseller (including, but not limited to, the Reseller's officers, directors, employees, agents, and subcontractors) agrees to comply with all applicable anti-bribery laws and regulations, including, without limitation, the French Sapin 2 Law, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other laws, rules, or regulations with the same purpose and similar effects (hereinafter the "Anti-Bribery Laws").

The Reseller undertakes to maintain and implement internal policies and procedures relating to ethics and anti-bribery in strict compliance with the laws and regulations in force in the countries in which it operates, as well as international rules on combating bribery, in particular the United Nations Declaration against Corruption and Bribery in International Commercial Transactions and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

In particular, the Reseller is prohibited from: (a) taking any action or allowing or authorising any action by a third party in breach of Anti-Bribery Laws, and shall ensure that End-Users comply with applicable Anti-Bribery Laws; (b) offering, promising, giving, accepting, or requesting any money, gift, travel, entertainment, or other advantage for any illegal purpose, including for the purpose of inducing the a Party to obtain or retain an improper contract or any other undue advantage in violation of Anti-Bribery Laws; and (c) directly or indirectly offering, promising, giving, soliciting, or accepting anything of value to or from any public official or agent, government-controlled company, political party, or any other person or entity for the purpose of improperly obtaining a commercial or financial advantage or influencing any act or decision.

The Reseller shall not, directly or indirectly, make or authorize facilitating payments (any payment or transfer of value, regardless of amount or form, made to expedite or secure the performance of a routine government action), regardless of whether such payments may be permissible under certain Anti-Bribery Laws.

The Reseller shall implement and maintain an internal anti-corruption compliance program adapted to its business operations, capable of detecting and preventing corruption, and ensuring compliance with Anti-Bribery Laws.

2.1. Compliance with Exclusive Networks Code of Conduct. The Reseller agrees to comply with the values and provisions of the Exclusive Networks Code of Conduct, as made available or communicated by Exclusive Networks. If a conflict arises between local laws and the Exclusive Networks Code of Conduct, the Reseller shall notify Exclusive Networks in writing, and the Parties shall find a solution to achieve a compliant outcome while maintaining the spirit and purpose of the Exclusive Networks Code of Conduct.

2.2. Compliance Certification and Ongoing Anti-Bribery Commitment. The Reseller certifies that neither it nor its officers, directors, or employees have been formally charged with or convicted of any offence(s) relating to fraudulent bribery (unless previously disclosed in writing to Exclusive Networks).

To ensure compliance with Anti-Bribery Laws for the entire duration of these Terms and Conditions, the Reseller undertakes to: (a) without delay, provide Exclusive Networks, upon request, with all relevant records, information and supporting documentation necessary to demonstrate its compliance with Anti-Bribery Laws, (b) without delay, notify Exclusive Networks of any actual or suspected breach of Anti-Bribery Laws, whether by the Reseller, a third party, or in the event it receives any request that may constitute such a breach, of which it becomes aware, (c) without delay, notify Exclusive Networks of any corrective measures implemented in order to remedy such breach, (d) without delay, verify that its Subcontractors and any third parties acting on its behalf also maintain policies and procedures relating to ethics and anti-corruption at a level that meets or exceeds the obligations set out in these Terms and Conditions.

Exclusive Networks shall also have the right, upon reasonable notice, to conduct audits or request third-party audits limited to verifying the Reseller's compliance with the obligations set forth in these Terms and Conditions regarding Anti-Bribery Laws. The Reseller agrees to cooperate fully with such audits and to provide access to relevant records and information as required. Such audits may include, where necessary, access to relevant financial records and supporting documentation necessary to verify the Reseller's compliance with Anti-Bribery Laws.

The Reseller shall immediately report to Exclusive Networks any unusual financial arrangements that may reasonably raise compliance concerns under these Terms and Conditions, including but not limited to unusually high commissions, frequent interactions with government officials, use of offshore accounts, or unverified third parties.

The Reseller and its relevant employees shall participate in anti-corruption training programs offered by Exclusive Networks as reasonably requested.

### **3. Data Privacy.**

Exclusive Networks is subject and complies with international regulations regarding data privacy, such as European Regulation 2016/679 of April 27, 2016 (GDPR) as well as local data protection laws in the countries where Exclusive Networks operates. Exclusive Networks implements necessary measures to ensure the security of any personal data communicated. Personal data is collected and used solely for the purposes of Exclusive Networks' commercial, professional and/or legal relations and to enable the identification of its contacts and/or stakeholders. Personal data is retained for the period necessary to fulfil Exclusive Networks' commercial, professional, and/or legal relations, including for the identification of its contacts

and/or stakeholders. Additionally, it is retained as long as required to achieve the purpose of its collection and, at a minimum, for the legal retention period applicable to the relevant documents. Any individual has the right to access, update, rectify and delete personal data concerning them, which may be exercised by contacting Exclusive Networks' Data Protection Officer by mail at dpo@exclusive-networks.com (or by post at [insert postal address]). Where Exclusive Networks discloses personal data about its employees to the Reseller for the purposes of this Agreement, the Reseller undertakes to comply with the GDPR and/or any other applicable local privacy legislation, to implement the necessary measures to ensure the security of such personal data, and to use it exclusively for the purposes set out in these Terms and Conditions. If Reseller processes personal data on behalf of Exclusive Networks, the Parties shall enter into a data processing agreement or use any other mechanism in compliance with the GDPR.

#### **4. General – Termination.**

Notwithstanding any other provision to the contrary in these Terms and Conditions, Exclusive Networks may immediately terminate the business relationship with the Reseller (including any associated contracts) in the event the Reseller fails to comply with any of the provisions of this clause XIV, without prejudice to any other rights or remedies. In such a case, the Reseller shall indemnify, defend and hold Exclusive Networks harmless from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to such breach.

More specifically, in the event that the Reseller refuses to cooperate or fails to provide the requested documentation within a reasonable timeframe in the context of an audit request, Exclusive Networks shall have the right to take appropriate measures, including suspending any ongoing transactions under these Terms and Conditions, such as financial incentives, and, where necessary, terminating the business relationship (including any associated contracts).

In the event of a suspected violation, the Reseller may provide evidence that, at the time of the alleged breach, it had implemented and maintained adequate anti-corruption preventive measures adapted to its business operations and capable of detecting corruption. Exclusive Networks reserves the right, at its sole discretion, to consider such evidence before proceeding with contract termination.

Exclusive Networks reserves the right to suspend any ongoing transactions under these Terms and Conditions, such as financial incentives, if it has reasonable grounds to believe that the Reseller has breached its obligations under this clause XIV, including any violation of Anti-Bribery Laws. Where necessary, Exclusive Networks may also terminate the business relationship (including any associated contracts).

#### **XVI – AUDIT AND INSOLVENCY:**

Distributor shall have the right to conduct an audit of Reseller's premises, personnel, books, and records related to the hardware, software or related services, upon no less than ten (10) days' prior written notice, provided that: (i) such audit is conducted at Distributor' sole expense; and (ii) the audit is solely for the purpose of verifying Reseller's compliance with the information security requirements as notified by Distributor from time to time. Any such audit may be performed by Distributor or a third-party auditor of Distributor' choice. The audit shall be

conducted with minimal disruption to Reseller's normal business operations and in accordance with reasonable safety and security policies and procedures. If the audit reveals any noncompliance by Reseller, Reseller shall reimburse Distributor for its reasonable costs incurred for the audit, and Distributor shall have the right to terminate the relevant Purchase order.

Reseller shall immediately notify Distributor, in the event that Reseller becomes insolvent or bankrupt, makes a general assignment for benefit of, or enters into any arrangement with, creditors, files a voluntary petition under any bankruptcy, insolvency or similar law or has proceedings under any such laws or proceedings seeking appointment of a receiver, trustee or liquidator instituted against it. Where permitted by the applicable law, all outstanding amounts owed to the Distributor shall become immediately due and payable. Distributor shall have the right to terminate this agreement and/or relevant Purchase order with immediate effect and cease any further supply of goods or services. Distributor may also recover any delivered but unpaid goods and pursue any legal remedies available to recover outstanding debts

#### **XVI – PLACE OF PERFORMANCE, GOVERNING LAW AND JURISDICTION:**

The place of performance for all obligations arising from the contractual relationship is the registered office of Exclusive Networks in Switzerland. The place of jurisdiction for all legal disputes arising from the contractual relationship as well as all legal disputes arising from it and concerning its validity is the registered office of Exclusive Networks in Switzerland. The substantive law of Switzerland shall be deemed to have been agreed, even if the Purchaser is not domiciled in Switzerland. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

#### **XVII – LEGALLY BINDING LANGUAGE VERSION**

The German version of the Terms and Conditions is the legally binding version. The French and English versions of the General Terms and Conditions are only translations of the German version and can be accessed at the following links:

German <https://www.exclusive-networks.com/ch-de/gesetzliche-vorschriften/gtc-en/>

French <https://www.exclusive-networks.com/ch-fr/juridique/general-terms-and-conditions-of-sale>