

TERMS and CONDITIONS

This contract is based on the swiss Head-Quarters regulations and contracts, references to law may reference the swiss law. Hendrik Thureau Enterprises further referenced as HTE.

1. Content and validity:

- a. The acceptance is declared by using our services.
- b. Amendments and subsidiary agreements shall only be effective if confirmed in writing by the contracting authority.
- c. In case of client-caused extension of the scope of delivery, the initial agreed conditions should apply for the extension. Any extension is seen as supplement and can't be retro integrated to old agreements.
- d. The Purchase Order shall commence on the effective Date and shall remain in force unless Terminated in accordance with the terms set forth herein.
- e. In the event of any conflict between these terms and the Proposal, the Proposal terms shall stand to supersede.

2. Extra Costs:

- a. Any taxes applicable per Swiss Law will be charged extra during billing duration. This will be declared on the invoice. If there are any taxes levied by the Swiss Government on the export, it will be announced and charged in the invoice.

3. Travels:

- a. For any on-site visit to the Client, requested by the client, visit Travel charges such as flight, visa fees (if in case of international visit), any miscellaneous expenses for preparing for trip, lodging and boarding (accommodation, meals, local transport etc.) in for the location will be paid by the client.

4. After Sales & Service Contract:

- a. There will be a specific Services Contract to Support the Product post delivery Schedules. The support and AMC charges will be 15 % of the total fees to be billed in advance at the end of first year of product Go Live date.

5. Service Level Regulations:

- a. The delivery date is defined per individual project schedule. The client should always account 10% margin for schedules. End dates and completion are defined by this initial schedule any obligations concerning this definition are to be carried out on this date.
- b. Grace periods are a gratitude service and limited in time as defined by HTE. Further service after or deriving from initial project layout are not included as grace period.
- c. HTE's Team will commence work on the assignment within one week of receiving the signed Acceptance and agreed begin date and after reception of the first payment. The acceptance testifies that HTE's

understanding is correct and that the tasks should be performed upon the understanding of HTE

- d. Any work prior to the signed Acceptance in order of jumpstart, is or must be retro covered.
- e. HTE shall assign personnel with suitable qualifications and skills for delivery of the services mentioned in this document.
- f. HTE may replace or change personnel; HTE will govern the tenure of the workforce.
- g. HTE will ensure continuous service availability and will deploy backup personnel as and when required.
- h. The client is obliged to raise any complaint or inconsistency within 5days after taking notice of such.
- i. The client is responsible to provide all information for execution completely prior to start. Delays for non-provision of information or retained information are not covered in the project scope and not subject to our satisfaction guarantee.
- j. Hourly based work will be invoiced at the end of each cycle.
- k. Until otherwise defined all projects with or without end date underly a monthly service. Continuation of the project after the end date without cancelation or alteration of the agreement, is seen as extension.
- l. The code of conduct is always to be kept. Intentionally and/or knowingly wrongful/degrading statements, claims and other not appropriate behavior is not tolerated and seen as breach of contract with indemnification. This includes any behavior against good and faith.
- m. HTE provides resources, the client is liable for the usage of such.
- n. HTE reserves the right for methods and manners of performance.
- o. Services shall be legally compliant and not violate any laws or regulations.
- p. The client designates one responsible person for the project. Until a manager of HTE is specifically defined in the project scope for management, this person from the client is responsible.
- q. All services include the right of mention of authorship if not otherwise agreed.
- r. All project files, guides, credentials and other material, as agreed in the project layout, will be handed to the client after completion, termination and full payment.

6. Limitation of Liability:

- a. Under no circumstances shall HTE be liable for any indirect, special, or consequential loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through HTE) that may arise out of or result from purchase order placed by client on HTE as per this proposal and the aggregate liability of HTE, shall not exceed the fees (excluding reimbursements) received

www.hendrikthureau.enterprises

by it, during the six months preceding the date of such claim.

- b. On no occasion will HTE be liable for any damages resulting from loss of data, lost profits, incidental or consequential damages.

7. Termination of Contract:

- a. Either Party shall have the right to terminate the Purchase Order at any time:
- Without Cause and for Convenience– on the delivery of 30 calendar days' prior written notice.
 - With Cause – if the other party commits a breach and fails to cure such default to the non-defaulting party's reasonable satisfaction, within 30 days.
 - Renewals must be terminated with written notice 30 days prior renewal, otherwise the full amount is due.
- b. Any breach of this contract, knowledge about any circumstance preventing the further execution of the project or any act against faith and good will cause immediate termination, reserving the right of injunction and damages.

8. Effect of termination:

- a. Upon expiration or termination, all rights and benefits granted shall revert to the respective parties; and all amounts due to HTE up to the effective date of termination shall be immediately payable.
- b. In case of breach of contract, special deductions and gratitude services can be removed and due for full remediation.

9. Financial:

- All Cheques & Remittances are in favor of HTE.
- Any objection to the invoice or part of it must be made within 7 days in written form, with all details such as why and what, otherwise the invoice is accepted as is.
- We reserve the right to correct the amount of an invoice due to missing or incomplete information or to supplement it with another invoice.
- The payments will accrue penal interest at prevailing bank rates if the payments are delayed after 21 days from the date of issue of Proforma Invoice/ Invoice/ Bill or Demand of Outstanding Dues.
- Payment at end of project or completion is in respect to the projected timeline and has to be effected in regards to this timeline, delays are handled separately.
- HTE reserves all rights to suspend services if payments are delayed and retains all ownership of property and or source code until the dues are cleared.
- The client cannot claim any losses or damage occurred to them due to stoppage of services from HTE because of non-payment. Any retrospective pending billing needs to be paid while any dispute raised by client for any technical or commercial matter in the project.
- In case of non-compliance with financial obligations for more than 2 months HTE reserves the right to sell any

info@hendrikthureau.enterprises

remaining property in order to cover the loss. The right for loss coverage supersedes all other rights.

- Non-compliance invalidates special offers & deductions.
- After the last reminder, HTE remains the right to give any financial outstanding to external debt collectors and mandate such case for jurisdiction.

10. Force Majeure:

- Neither party shall be considered in fault or breach of contract in the instance of any non-compliance due to an act of higher instance such as fire, explosion, flood, or acts out of control such as riot, war, terrorism. In such event the party is expected to notify the remaining party with a resolution date.

11. Confidentiality:

- Neither party shall, without the prior written approval of the other party, disclose the other party's designated confidential information. These obligations shall survive the early termination or expiration of this Agreement and integrate a penalty for indemnification. This shall include non-beneficial reports or mentions for undetermined duration.
- A Non-Disclosure-Agreement is available from HTE and must be signed separately.

12. Governing Law, Arbitration and Jurisdiction:

- The contract shall be governed by laws of Switzerland.
- These terms can be altered at any time without notice.
- Any dispute arising outside of the contract, the same shall be settled by binding arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act.
- The venue of arbitration shall be Wallbach, Switzerland.
- Jurisdiction is Wallbach, Aargau, SWITZERLAND.
- Any dispute arising in relation to the contract shall be subject to the jurisdiction of the courts in Switzerland.

13. Non-Hire and Non-solicitation

- During the term of this Agreement and for a period of 2 years thereafter either Party shall not, directly or indirectly, hire, engage or solicit in any kind, any of the personnel, partners or connections of the other Party.
- Both Parties agree to the entry of an injunction against it in the event of actual or threatened breach of its obligations here under.

14. Severability Clause:

- In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and shall be replaced by the nearest possible legal, enforceable formulation.

If you need any further information/clarification, please feel free to get in touch with us.