



# Vendor Terms and Conditions

## Terms and Conditions

---

### Object of the Agreement

VENDOR agrees to supply under the terms and conditions provided for in this Agreement, certain services and/or products as defined in Annex 1 of this Agreement (Service Description).

### 1. Term and termination

#### 1.1 Term

This Agreement begins on the MSA Effective Date specified in the Particulars section and will continue through the Initial Term.

This Agreement shall not imply any commitment upon CLIENT to procure any business to VENDOR other than through this Agreement and shall not be construed in any other way as assuring any revenue to VENDOR.

#### 1.2 Termination

Any Party may, at its sole option, terminate this Agreement, or any portion thereof, upon 30 days (thirty) advance written notice to the other Party.

Upon receipt of such notice, VENDOR shall advise CLIENT of the extent, to which performance has been completed through such date, and collect and deliver to CLIENT whatever work product then exists in the manner requested by CLIENT. VENDOR shall be paid for all work performed through the date of termination.

#### 1.3 Survival

In case of termination of this Agreement, articles 4, 5, 6, 7 and 8 hereof shall survive and continue to be in force.

### 2. Independent VENDOR status

#### 2.1 Intention of Parties

It is the intention of the Parties that VENDOR be an independent VENDOR and not an employee, agent, joint venture, or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and either VENDOR or any employee or agent of VENDOR.

#### 2.2 Non-exclusive

VENDOR shall retain the right to perform work for any other third parties during the term of this Agreement. CLIENT shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other VENDORS during the term of this Agreement, unless otherwise stipulated in the Work Order.

### 3. Services to be performed by VENDOR

#### 3.1 Services

All services to be performed by VENDOR shall be described in Annex 1 of this Agreement (Service Description) or in a Work Order signed by authorised

representatives of both Parties. Each Work Order shall set forth, at a minimum, the work to be done, the number of VENDOR's personnel to be assigned to CLIENT's work, the duration of each individual's assignment, and the fees for the work to be performed.

#### 3.2 Method of performing services

Unless specified otherwise, VENDOR will perform the Services under direct supervision and management of CLIENT to ensure satisfactory performance and to control the execution process. This supervision activity shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the Services during their performance.

#### 3.3 Assignment of Personnel

CLIENT may interview the personnel that VENDOR proposes to perform a Service before their assignment. In any case, VENDOR will make available to CLIENT at least two weeks before the start of any Service the written details of VENDOR and VENDOR's personnel professional qualifications and its/their basic personnel details in the form of a *Curriculum Vitae*.

If CLIENT determines that such personnel are not appropriate for the Service based on their specific or general skills or their background and experience, VENDOR shall make the necessary and sufficient efforts to assign other qualified personnel. If VENDOR shows persistent and repeating inability to provide such appropriate personnel, CLIENT shall have the right to terminate the Work Order and or the whole agreement in accordance with art. 1.2 hereof.

#### 3.4 Scheduling

VENDOR will try to accommodate any requests of CLIENT to the extent possible. Should any personnel of VENDOR be unable to perform scheduled services, VENDOR will attempt to replace such personnel, giving due regard to its other commitments and priorities.

#### 3.5 Reporting

CLIENT shall indicate in Annex 1 or in the Work Order the name of individuals to whom VENDOR's staff will report the Service progress on periodical basis.

#### 3.6 Equipment

Unless specified otherwise, VENDOR shall provide its own equipment necessary to perform the Service including any electronic equipment. All VENDOR equipment must be declared to the Security Officer of CLIENT for his approval.

#### 3.7 Place of Work

VENDOR's personnel place of work during the term of the Agreement/Work Order will primarily be at the CLIENT's premises, except when the projects or tasks may, as mutually determined, be performed off-site. CLIENT agrees to provide working space and facilities,

and any other services and materials VENDOR or its personnel may reasonably request in order to perform their work.

### 3.8 Transportation

VENDOR will be responsible for the arrangement of transportation for its personnel required for the performance of the Service, except as otherwise agreed by both Parties.

## 4. Compensation

### 4.1 Rates

Annex 1/the Work Order shall set forth the charges agreed on a time and material basis for the services performed by the VENDOR for the duration of the Agreement (the "Rates"). Rates are VAT excluded and not indexed during the term of the Agreement as well as the related Work Order.

### 4.2 Estimates

Estimates of total fees for projects may be provided in a Work Order or any project plan annexed to this Master Agreement. VENDOR engages to notify CLIENT as soon as the estimated amount is exceeded, in order to enable CLIENT to take any necessary actions and inform VENDOR accordingly. Moreover VENDOR engages to notify CLIENT about any risk that may impact the Service correct execution.

### 4.3 Invoices

VENDOR shall submit invoices to CLIENT by the third Friday of each month for the Services provided and other expenses incurred under the Service's performance during the prior month. Any travel and accommodation expenses shall be paid by VENDOR unless otherwise mutually agreed by the Parties.

Each invoice will provide a detailed description of the Service and the charges incurred by name of individual and expense items.

The invoices must carry a reference to the relevant Agreement/Work Order number as well as the CLIENT cost centre(s) and project code name (if available).

### 4.4 Term of Payment

CLIENT shall pay each invoice in full within thirty (30) days of its receipt.

VENDOR Bank Account Details are detailed in Particulars.

## 5. Treatment of VENDOR's personnel

### 5.1 Compensation of VENDOR's Personnel

VENDOR shall bear sole responsibility for payment of salaries and other compensation to its personnel. VENDOR shall pay and report, for all personnel assigned to CLIENT's work, national or federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of VENDOR. VENDOR shall bear sole responsibility for any health or disability related claim, insurance, retirement benefits, or other welfare or

pension benefits, if any, to which such personnel may be entitled. VENDOR agrees to defend, indemnify, and hold harmless CLIENT, CLIENT's officers, directors, employees and agents, and the administrators of CLIENT's benefit plans, from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters, provided that CLIENT shall (1) promptly notify VENDOR of each such claim when and as it comes to CLIENT's attention; (2) cooperate with VENDOR in the defence and resolution of such claim; and (3) not settle or otherwise dispose of such claim without VENDOR's prior written consent, such consent not to be unreasonably withheld. VENDOR shall obtain from the relevant authorities all those documents and authorisations which are required for VENDOR's personnel to live and work at the place of work as defined in Article 3.7.

### 5.2 VENDOR's Agreements With Personnel

VENDOR shall obtain and maintain in effect written agreements with each of its personnel who participate in any Service under this Agreement or any Work Order, in compliance with any applicable labour law.

## 6. Confidentiality and Intellectual Property Rights

### 6.1 Obligations

VENDOR shall maintain in strict confidence, and shall use and disclose only as authorised by CLIENT, all information of a competitively sensitive or proprietary nature, trade secrets, copyrights, relating to products, processes, know-how, designs, formulae, developmental or experimental work, computer programs, data bases, software, other original works of authorship, customer lists, business plans, marketing plans, contracts, financial information or other subject ("Confidential Information") pertaining to any business of CLIENT or any of its customers, suppliers, or licensees that it receives from CLIENT or from a third party in connection with the Services performed for CLIENT pursuant to this Agreement or any Work Order, whether in writing or orally, and whether identified specially as confidential information or not, before, during or after the performance of the Services. VENDOR shall require its personnel to agree to these confidentiality obligations and shall indemnify CLIENT for any non-compliance with this clause by VENDOR's personnel.

### 6.2 Safeguarding confidentiality and Confidential Information

VENDOR shall safeguard the confidentiality of the Confidential Information by storing it in an area where only he has access and shall exercise at least the same degree of care as is normally taken by the VENDOR to safeguard his own confidential information to prevent such use, disclosure or divulgation.

### 6.3 Restrictions Scope

These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by CLIENT generally without restriction; (3) information independently developed or acquired by VENDOR or its personnel without reliance in

any way on other protected information of CLIENT; or (4) information approved by CLIENT for the use and disclosure by VENDOR or its personnel without restriction.

Notwithstanding the foregoing restrictions, VENDOR and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement, but in each case only after CLIENT has been so notified and has had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

### **6.4 Destruction of Confidential Information**

The VENDOR shall destroy the Confidential Information on termination of this Agreement or if requested by CLIENT.

### **6.5 Misappropriation, Misuse of Confidentiality and/or Confidential Information**

The VENDOR shall promptly advise the CLIENT in writing of any disclosure, misappropriation or misuse by any person of confidential information as defined hereunder as soon as practicable after it becomes aware of such disclosure, misappropriation or misuse.

## **7. Intellectual Property**

### **7.1 Ownership of Work Product**

All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, software or works of authorship developed or created by VENDOR or its personnel during the course of performing CLIENT's work (collectively, the "Work Product") shall belong exclusively to CLIENT. VENDOR automatically assigns, and shall cause its personnel automatically to assign without any requirement of further consideration, any right, title, or interest it or they may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of CLIENT, VENDOR shall take such further actions, and shall cause its personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

### **7.2 Residual Rights of VENDOR and its Personnel**

Notwithstanding anything to the contrary herein, VENDOR and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any general ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment hereunder, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of CLIENT and without any unauthorised use or disclosure of Work Product and or information.

### **7.3 Warranty**

VENDOR represents and warrants to CLIENT that the use of the Service, recommendations or any direct or

indirect deliverable(s) generated by it will not subject CLIENT to any claims by third parties, such as but not limited to claims for copyright or patent infringement by a third party or for infringement in any way of the proprietary rights of any person or entity, and agrees to hold CLIENT unconditionally free and harmless of any such claim by third parties.

The VENDOR further represents and warrants that it is not and will not be a party to any agreement that would require it to assign to any other person copyright or patent rights or trademarks in any Service produced, developed, or implemented hereunder.

### **7.4 Infringement**

All Intellectual Property Rights in the Service and the CLIENT materials are the property of CHAMP and other than as expressly provided in this Agreement or the relevant Work Order, neither this Agreement nor the relevant Work Order does not convey to VENDOR any right, title or interest in them.

The parties agree that other than as provided in the relevant Work Order, nothing in this Agreement and in the relevant Work Order transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

In case of infringement of CLIENT's Intellectual Property Right, VENDOR will indemnify and hold harmless CLIENT against all damages, losses, including, without limitation, attorneys' fees and costs, causes of action arising from and claims that the acquired Products infringe a valid copyright, patent or trade secret.

## **8. Sanctions and export laws**

VENDOR acknowledges and agree to comply with trade sanctions, export controls and embargo regulations under international laws, the laws and regulations of Switzerland, the United Kingdom, the United States, the European Union and any other applicable jurisdictions, and administrative rulings of countries or relevant regulating authorities responsible for defining, enacting, and managing compliance with said laws and regulations.

## **9. Limitations**

### **9.1 Disclaimer**

VENDOR warrants that it will provide the Services with reasonable care and skill that can be expected from a competent service provider operating in the same industry.

CLIENT agrees that VENDOR's liability hereunder for damages, regardless of whether the claim for such damages is based on contract, negligence, strict tort, warranty or any other basis, shall not exceed the total amount actually paid to VENDOR by CLIENT for services under this Agreement or the applicable Work Order.

### **9.2 Damage to the Parties' material**

None of the Parties shall be responsible for damages to the other Party's computer equipment, technical equipment or premises, nor for injuries to the other Party's personnel, except in case of gross negligence or wilful misconduct of that other Party.

### 9.3 Force Majeure

VENDOR shall not be liable to CLIENT for any failure or delay directly or indirectly caused by events beyond VENDOR's control. If a delay or failure to perform the Services is due to a Force Majeure event exceeds 90 days, CLIENT may terminate this Agreement in whole or with respect to the affected Service only with notice to the other Party.

### 10. Data protection

Whilst providing the services set forth in this Agreement, the VENDOR, acting in capacity as processor, will/may carry out acts of processing on personal data on behalf of CHAMP (acting in capacity as data controller).

The Data Processing Agreement (the DPA, Exhibit 1) specifies the personal data protection obligations of the Parties according to the EU General Data Protection Regulation 679/2016 (the GDPR) and forms an integral part with this Agreement. The VENDOR commits to inform its employees about any obligation provided in that document.

### 11. Third Party Code of Conduct

As a CHAMP's Third Party, VENDOR is required not only to comply with its contractual obligations to CHAMP, but also to follow the standards of ethics and business conduct of its Code of Conduct.

The Third Party Code of Conduct (Exhibit 2) reflects CHAMP and VENDOR's commitment to compliance with all applicable laws, including anti-bribery and corruption, sanctions, tax evasion and facilitation of tax evasion, and money laundering laws.

### 12. General provisions

#### 12.1 Notices

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, courier or email with return receipt requested.

Mailed notices shall be addressed to the parties at the addresses appearing in the Particulars.

#### 12.2 Insurance

To the extent that VENDOR's personnel may perform work at CLIENT's premises, VENDOR shall maintain comprehensive general liability insurance, including broad form property damage coverage.

#### 12.3 Partial Invalidity

If any provision in this Agreement or the Work Order is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### 12.4 Parties in Interest

This Agreement is enforceable only by VENDOR and CLIENT. The terms of this Agreement are not a contract

or assurance regarding compensation, continued employment, or benefit of any kind to any of VENDOR's personnel assigned to CLIENT's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.

#### 12.5 Governing Law; Venue

This Agreement will be governed by and construed in accordance with the laws (and not the laws of conflicts) of the Grand-Duchy of Luxembourg. Any disputes arising under this Agreement shall be resolved, if not sooner settled, exclusively by a Court of competent jurisdiction located in Luxembourg.

#### 12.6 Amendment

No provision of this Agreement may be amended, modified, waived, discharged or terminated, nor may any breach of any provision of this Agreement be waived or discharged otherwise than (in each case) by the express written agreement of the Parties hereto.

#### 12.7 Assignment

This Agreement and all rights and obligations may not be assigned in whole or in part by one Party without the prior written consent of the other Party.

#### 12.8 Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written between the Parties hereto with respect to the rendering of services and/or products by VENDOR for CLIENT and contains all the covenants and agreements between the Parties with respect to the rendering of such services and/or products in any manner whatsoever.

*IN WITNESS THEREOF* the parties hereto have caused this Agreement to be executed in two copies by their duly authorised representatives, each one of them acknowledging having received a copy hereof, or through a common electronic signature tool.