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## GENERAL TERMS & CONDITIONS

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# 1. General Information

## 1.1 About Stellium

Stellium SA, org. No. CHE-467.740.753 is a corporation incorporated under the laws of Switzerland. The company is owned and run by the partners of the company.

For more information about the general business activities of Stellium please refer to the website <https://www.stellium.consulting>.

From now on, the term STELLIUM subsumes to all Stellium's entities and collaborators.

Below the General Terms and Conditions (the Conditions) are explained. Stellium asks that you readthrough the Conditions carefully.

Please contact Stellium in case you should have any questions regarding the Conditions.

## 1.2 Applicable rules and law

The Conditions are applicable to all clients, services and projects carried out by STELLIUM, as well as partners. STELLIUM reserves the right to amend the Conditions from time to time. Changes of the Conditions will be sent to all past and potential clients or partners.

If there is an issue not covered by the Conditions, the General Terms and Conditions of each specific contract shall apply to the services and productions.

Interpretation and application of the Conditions and the assignment agreement in general shall be in accordance with the law of the contracted company.

# 2. THE CONTRACTUAL RELATIONSHIP

## 2.1 STELLIUM as a contracting party

The agreement is concluded between the client and STELLIUM and not between the client and any individual associated with the firm, regardless of whether the agreement is preceded by explicit or in-explicit requests for the services of any individual.

## 2.2 Multiple clients

If within the scope of the project, the agreement is concluded with multiple clients, the clients shall be jointly and severally liable for the obligations which follow under the Conditions.

# 3. PROJECT EXECUTION

## 3.1 Start and scope of the execution

STELLIUM commits to the execution of contracted projects within a period of business days described in each project's contract. The start date corresponds to the signature of the project start act by STELLIUM and the client. STELLIUM reserves the right, after prior communication, to extend the execution period or modify the publication date due to technical reasons or if the client request an essential modification of the agreed project.

The client must provide the information, files, or documents necessary to start and progress with the development of the project.

STELLIUM will execute the projects with the active collaboration of the client to incorporate, according to their instructions, the information for a good production and to provide each other with any necessary physical or digital documentation, according to the contract.

### 3.2 Duration

The duration of the project will be specified in the timeline and start counting from the signature of the initial act. Considering that the client will have three (3) business days to provide feedbacks when required during the project. If the feedbacks are delayed more than three (3) business days, the days that the client takes cannot be counted as a delay and will be added to the initial term.

If a delivery date of a milestone has been jointly agreed with the client, the client will have a maximum of five (5) business days to respond to any request, delivery, or communication from STELLIUM. If these five (5) businesses days are completed and the client has not responded yet, the management of STELLIUM can send a notification to the client, giving a period of 5 additional business days to receive a response. If, in this period, STELLIUM remains without response, STELLIUM can determine that the project has been abandoned and the client will have an economic sanction of 20% on the value of the project, plus the remaining value of the project's balance. If the client renounces to the project's development or abandon the project for internal reasons, the client will have an economic sanction of the project's pending payment plus 20% of this value for workforce re-assignment.

### 3.3 Integrations and External services

If a project presents integrations with external systems. The response time by the suppliers of these systems is not part of the development time of STELLIUM. In case the systems do not have APIs and / or documentation by default, an additional time and financial scope should be evaluated for STELLIUM to create, implement and / or document the integration tools (new APIs, connection by web-services, etc).

The information and data provided by the APIs and integrations are the responsibility of the suppliers of these external systems (ex: locations presented through a Google Map integration is responsibility of Google because it provides the data). Since STELLIUM has no control over these systems STELLIUM cannot be held responsible for the veracity of the results and information's provided through integrations. STELLIUM recommends that the client read the terms and conditions of the integrated systems suppliers.

### 3.4 Performance of the solutions

STELLIUM works according to high architecture and programming norms, making sure the products comply with the latest performance standards. Nonetheless, a solution's performance depends on external factors such as the internet connection or speed, chosen hosting solution by the client, users band speed, external servers' response. STELLIUM ensures the performance of its solutions in optimum situations but is not responsible for external factors.

### 3.5 Methodology

To ensure an optimal production and the complete satisfaction of the client, there is control over each phase of the implementation. Likewise, the client agrees to participate in the review and validation of each stage to ensure a pleasant and reliable work process. The client must define a person in charge of the project, who will define requirements from the beginning to the end of the project. This person will be the only authority to make decisions about the project on the client' side, as well as the only one that will be contacted by STELLIUM to avoid inconveniences and misunderstandings as to maintain an accurate schedule. In the context of continuous deliveries STELLIUM can share test access (URLs) or solutions versions to the client. The final and official version of the solutions are provided at the completion of the project.

### 3.6 Process flow & Process flow reorganization

The usual methodologies used by STELLIUM are:

- Business Analysis and requirements.
- Agile methodology
- Governance and roadmap
- Delivery management
- Project Planning
- Solution and architecture design
- Technical assessment
- Development
- Quality Control
- Testing
- Support and training
- Operation & Maintenance
- Ux/UI design.

Depending on the client's initial need, STELLIUM may use any or all the above methodologies.

### 3.7 Responsibilities

STELLIUM responds only for the requirements mentioned in each solution's contract such as delivering a functional digital solution. Therefore, the client is responsible for the success of his/her business through commercial decisions, marketing, business model, own logistics and strategic decisions. STELLIUM will provide the solution with good technical performance and has no responsibility in the success of the client's business.

STELLIUM does not supply and is not responsible for additional services such as servers, machines duplication, hosting, APIs, Operative systems (OS), etc. For this reason, in case of updates or technical failures of these external services (ex: servers crash or OS updates) STELLIUM is not responsible, and the client must contact the external providers. It is not responsibility of STELLIUM to upload, connect or deploy the solution in case of another provider's failure.

If the client does not contract the maintenance of the solution with STELLIUM. STELLIUM will deliver the functional solution but will not be in charge nor responsible for the updates, versions, or general maintenance of the solution.

During the development and testing phases STELLIUM will assume the administration and maintenance of the platform and associated data. The required architecture and deployment documentation will be provided.

### 3.8 Limited responsibility

STELLIUM is responsible for the work produced by our companies. If STELLIUM must work on an existing project with/after other providers, the warranty and responsibility will be detailed in the respective contract.

### 3.9 Economic and Civil responsibility

STELLIUM has an international insurance for economic and civil responsibility.

### 3.10 Warranty and support

The technical and functional features of the platform are not subject to guarantee from STELLIUM. However, any fix can be taken care of after delivery through a support contract that covers level 2 support (generalist), level 3 support (expert), as well as the management of the relationship with level 4 support (software or cloud providers).

The conditions relating to the support are the subject of a specific contract.

## 4. FULFILMENT OF THE PROJECT AND DELIVERY

### 4.1 General

STELLIUM will execute its obligations with scientific, technical, and administrative autonomy, assuming totally and exclusively the responsibility that derives from the quality and suitability of the services rendered.

STELLIUM undertakes to develop the projects in accordance with the general guidelines established by the Parties in the Commercial Proposal. The technical specifications for the creation of each project and the scope thereof will be agreed by the Parties in the Project Kick-off Report and in the Detailed Engineering Document, which will determine the scope of the service to be provided and will replace the Commercial Proposal in totality, except for the matters not contemplated in these documents.

### 4.2 Content Management System (CMS)

STELLIUM can deliver along with some digital products and solutions, a made-to-measure Content Manager System (CMS) for web applications, in which the client may access to add, delete or modify content such as texts, images, videos, and links. The customer can also choose to use his own Content Manager System CMS.

### 4.3 Delivery

The project will be considered completed with the completion of the solution, the signature of the delivery agreement and the remaining payment of the client. Once the project is completed, the team in charge of the project is trained. The customer can also choose to receive a separate training offer from the delivery offer depending on the number of users to be trained and the type of training. The duration of the training depends on the amount of information to be presented.

When the production has reached the final stage, the client receives the back-ups, codes and other documents related to the development of the solution. STELLIUM realizes a unique and functional deployment. It is the client's responsibility to deploy in different available areas. If the client requires assistance from STELLIUM the scope of this service will be defined in an annex contract.

## 5. REFUSAL RIGHTS

### 5.1 Project refusal

STELLIUM reserves the right to refuse a project. STELLIUM can refuse to accept a new project for internal reasons and does not have the obligation to provide formal explanations for not accepting it. The company may also choose to withdraw from a project if it is considered that the client has not delivered all the information to STELLIUM before the start of the project and that new information has been shared during the production of the project. If this information might present any potential risk for the project's execution, STELLIUM's reputation or its team integrity, STELLIUM has the right to withdraw from the project, delivering the produced and paid work until the date.

### 5.2 Conflict of interest

Before any project is accepted by STELLIUM, STELLIUM will check, based on the information available, that there is no conflict of interest between STELLIUM or any person associated with STELLIUM and the client or possible counterparties.

If STELLIUM has reason to suspect that such conflict of interest are present or if it due to the circumstances, the case may be considered as inappropriate, STELLIUM will decline the project.

Should STELLIUM after the commencement of the assignment receive information which would have resulted in STELLIUM declining the project, STELLIUM may choose to withdraw from the project.

In consideration of the above, it is of great importance that the client provides STELLIUM with all information which may be of relevance for the assessment of an actual or potential conflict of interest.

## 6. RATES, INVOICING, DISBURSEMENTS

### 6.1 Project's value

STELLIUM's fees are in line with the conditions on the market. If no specific agreement has been made, a project's value is primarily based on the amount of time spent on the Implementation of the solution. STELLIUM applies daily/hourly fees that are determined by the experience of the individuals performing the tasks following our consulting rate cards. The fees may also, depending on the nature of the assignment, be based on the following circumstances:

- The time constraints for the implementation.
- The complexity of the assignment and the skill / experience required for the performance of the tasks.
- The result achieved.
- The value and responsibility of the project.
- The potential risks to which STELLIUM is exposed.

All estimated fees are VAT excluded unless it is explicitly included and they do not include additional costs such as hosting, servers, application distribution in the stores, etc.

### 6.2 Disbursements

Disbursements for travel, accommodation, database searches and other expenses arising due to the performance of the assignment is normally charged together with the charges for the fees. However, STELLIUM reserves the right to invoice such charges regularly. STELLIUM also has the right to request advance payment or to forward invoices for such disbursements to the client directly.

### 6.3 Invoicing

STELLIUM invoices the client regularly if not otherwise agreed upon. Regular invoicing generally occurs on a monthly basis for project delivered in a time & material model. Unless otherwise agreed, payment of invoices is due within 30 days.

Project delivered using a fixed price model will be invoiced following a dedicated invoicing plan linked to specific milestones and deliverable detailed in the project proposal / statement of work.

The client may contact STELLIUM to receive information of the fees that have been incurred and of disbursements not yet invoiced.

Without prejudice to the right to legal action according to the terms for dispute solution, STELLIUM has the right to terminate the assignment or other assignment performed by STELLIUM for the client immediately if payment is not made in accordance with the Conditions. STELLIUM is not liable for possible damage suffered by the client as the result of such termination.

### 6.4 Non-payment

STELLIUM reserves the right to normal legal recourse to recover overdue payments. Such recourse includes collection services, application for injunction to pay and referral to the general courts.

The production costs of the contracted solution correspond to the work of the assigned individuals to this effect. If the client does not pay on time according to the contract, the project can be put on hold for a maximum duration of 15 days and the legal area of STELLIUM will send a legal notification to receive the payment. If after this term STELLIUM does not receive the payment yet, the project will be considered as abandoned and the

client will have an economic sanction of the project's pending payment plus 20% of this value as for delay interests. We remind that the payment process delays are the client's responsibility.

The client is aware that the information that normally is covered by STELLIUM's legal professional privilege may become public when STELLIUM resorts to such recourse.

## 6.5 Project's abandon

STELLIUM is not responsible or liable if the assignment cannot be commenced or completed due to circumstances outside STELLIUM's control.

If the project is abandoned by the client, a formal request must be sent by the client. The project will be considered closed after reception of the economic sanction of the project's pending payment plus 20% of this value. STELLIUM will deliver all existing documentation and code once the project is closed.

The client is aware that the information that normally is covered by STELLIUM's legal professional privilege may become public when STELLIUM resorts to such recourse.

If STELLIUM is forced to declare the abandon of the assignment or termination of the client's relationship due to circumstances depending on the client, STELLIUM shall not be liable for any damage incurred to the client.

STELLIUM will declare the abandon of the project if the client pauses the production for business uncertainty, plans an unclear change of scope, because of the lack of feedbacks or information required by STELLIUM, lack of response to our requests or delays that affect the production team, non-payments, uncollaborative work behaviors, etc.

## 6.6 Change of scope

If the client wishes to change the scope of the initially signed contract unless the production has already started, the client will be responsible for the reprocesses, additional project management and documentation times and costs, as well as a fee of 10% of the total price of the project for talents relocation.

# 7. LIMITATION OF LIABILITY

## 7.1 General information

STELLIUM is statutory liable to the client. In addition to statutory limitation of liability or limitations that follow under these Conditions, STELLIUM may apply further limitations of liability specific to certain assignments or parts of assignments. Further limitations of liability are always communicated with the client in writing prior to the commencement of such assignment and are only applicable when such written communication has occurred.

## 7.2 Liability limit

STELLIUM's liability is limited to the amount specified by the liability insurance at any given time.

## 7.3 Liability for external advisors

If STELLIUM on instructions from the client and under the performance of the assignment has engaged the services of an external advisor. STELLIUM assumes no responsibility or liability for such external advice or for recommending the external advisor to the client. STELLIUM only facilitates the contact with the external advisor who is independent of STELLIUM. This means that STELLIUM is not responsible or liable for external advisor's work, quotes and agreements on fees and disbursements.

STELLIUM shall inform the client of possible mistakes or negligence on part of the external advisor of which STELLIUM becomes aware. STELLIUM shall however take such measures which are necessary to enable the client to make a claim directly towards the external advisor.

## 8. COMMUNICATION

### 8.1 General information

The manner in which STELLIUM and the client communicate depends on what has been specifically agreed and what STELLIUM deems appropriate for the assignment. The standard means of formal communication is email but usually, STELLIUM is able to adapt to the wishes of the client, for instance by using collaboration and communication tools such as Microsoft Teams when available.

### 8.2 Communication over the internet – Security aspects

The client is aware that communication over the Internet may pose a certain security risk. The client is also aware that email sometimes may be caught in spam filters or similar. In cases where an important email has not been confirmed by STELLIUM, the client must make sure to receive confirmation by telephone.

### 8.3 Contact details

STELLIUM's contact details are available on the STELLIUM website or on the specific contact details provided to the client within the scope of the performance of the assignment.

The client is at all times responsible for providing updated contact details to STELLIUM and ensuring that STELLIUM is able to contact the client.

### 8.4 Communication deficiencies

STELLIUM has the right to withdraw from the assignment without any liability in case STELLIUM does not obtain instructions or other information necessary for the performance of the assignment.

## 9. RIGHTS DURING AND AFTER THE PRODUCTION ASSIGNMENT

### 9.1 Intellectual Property

#### 9.1.1 Consulting, delegation, and managed services

In most of our projects we deliver, the client and STELLIUM both hold the intellectual property rights which are a result of the performance of the assignment.

#### 9.1.2 STELLIUM Software's

In the case where STELLIUM has a solution of which it is the publisher, STELLIUM holds all intellectual property rights. When this is the case, it is STELLIUM's responsibility to clearly state this in the contract.

STELLIUM cedes personal patrimonial rights, present and future of the product to the client, exclusively. The product, but not limited to its materials, being protected by national and international regulations on intellectual and industrial property. The client may use the products to which STELLIUM has granted that right, for the purposes for which the material has been produced. All duplication or dissemination, without previous approval from STELLIUM, of developed material is prohibited.

### 9.2 Confidentiality

STELLIUM must respect the confidentiality of information, ideas, applications, tools and processes of the CLIENT. STELLIUM acknowledges that the CLIENT may share certain customer lists, price data, supply sources, techniques, computerised information, maps, methods, product design, information, and / or Information Owner

of the CLIENT or its customers, including without restriction of copyrighted materials. All the above, is and will be of the CLIENT. If evidences appear that STELLIUM has stolen or shared information; or that violates any of the aforementioned provisions in relation to what is considered the object of confidentiality, an economic and legal penalty will be applied.

STELLIUM guarantees, by virtue of the Data Protection Law, the confidentiality of the personal data provided by the client, the non-application or use of said data for a purpose other than the scope of the activity subscribed in this contract, and the non-transfer of data to people outside of compliance with the agreements derived from the provision of the service.

### 9.3 Security of processes

In accordance with its principles of professional ethics, STELLIUM guarantees that at no time the company employs illegal techniques or practices that may involve some type of penalty for the CLIENT.

### 9.4 Right to marketing

STELLIUM may refer in its marketing to assignments carried out by STELLIUM. Further, STELLIUM may mention circumstances from such assignments in its marketing. This right only covers those assignments or circumstances which have become publicly available.

The client authorizes STELLIUM that the project can be presented in the portfolio of projects of the company. If STELLIUM has reason to believe that the client may suffer from such marketing, STELLIUM will request the client's consent prior to any marketing commences.

### 9.5 Original documents

After the assignment has been completed and at the request of the client, STELLIUM will return all relevant original documents which is owned by the client. However, STELLIUM reserves the right to keep copies of all documents which has been received or produced during the performance of the assignment if it is useful for support or maintenance.

## 10. MISCELLANEOUS

### 10.1 Dispute solution

Any dispute related to these Conditions or to the performance of the assignment shall be settled through arbitration in accordance with the rules of the Arbitration Institute of the Chamber of Commerce. The place of arbitration shall be Lausanne, Switzerland.

### 10.2 Scope of the advice provided by STELLIUM

STELLIUM's advice is provided specifically for the individual assignment and may not be used for other purposes than those of that specific assignment. STELLIUM assumes no responsibility or liability whatsoever for any use of STELLIUM's advice for other purposes or use by any third party.

### 10.3 Interpretation of the conditions

The headings of the Conditions are only to enable the reader's easy reading of the rules.

Therefore, the heading shall not affect the interpretation of these Conditions.