

GENERAL CONDITIONS

- A) The information provided by WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA, in writing or orally, is intended solely for customer use and is strictly confidential.
- B) The information received shall in no case be transferred to third parties without the consent of WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA, including to the firm or the person concerned by the report. In case of non-compliance with this rule by the customer or its employees, WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA reserves the right to terminate the contract. Only the customer will be responsible for the consequences caused by the violation of the terms of the contract with WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA and with third parties.
- C) Swiss reports are provided in the language spoken in the area where the information was requested. Foreign reports are provided in the language of the country. Should the customer wish to receive the report in another language, WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA will handle the translation for an additional charge CHF 120.- minimum.
- D) A request on an order form only entitles the client to a commercial information, which, in some cases, according to the assessment of WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA, is based on the content of our sources. The reports remain the inalienable property of WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA and must be returned whenever required.
- E) Except in cases provided by Article 100 of the CO, WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA is not responsible for the information provided. In addition, in accordance with Article 101 of the CO, liability auxiliaries of WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA are excluded.
- F) The customer alone bears the risks inherent to the use of information provided by WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA. It is forbidden to the customer to indicate to third parties the identity of the person who provided or wrote the information, and to disclose the name of our company.
- G) The customer, even without intent to harm, does not meet its obligation to secrecy (as resulting from the previous paragraph), shall be liable towards WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA for all direct or indirect consequences that may result from this breach of contract.
- H) WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA reserves the right to establish a report according to the data that is available to it. It may, in addition, in special cases, refuse an order without specifying a reason or supply the information only orally.
- I) WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA confirms client requests and contracts in writing. The confirmation is accompanied by the usual documents.
- J) The invoicing of services of WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA is conducted on the basis of a monthly statement. The terms of payment that the customer agrees to recognize are listed on the invoice. One will find that in the bill VAT charges are added, according to Swiss Law. For foreign customers domiciled abroad, and to the extent that our service is used abroad, the invoice is without VAT.
- K) The order is effective upon receipt of confirmation by WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA, or immediately if the order is signed by the customer.
- L) WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA reserves the right to change its rates at any time, without notice. The new rates will take effect immediately upon delivery.
- M) Clients can have a subscription in order to have better prices. It includes vouchers, which are strictly non-transferable. Each subscription is for a minimum of 12 months. The termination of the subscription, must be indicated in writing and by registered mail, at least three months before the expiration date. Otherwise, the annual subscription is tacitly renewed for a further period of twelve months, and with several vouchers equal to the minimum quota.
- N) The validity of the vouchers is equal to the subscription, a period of twelve months, starting from the date of the acknowledgment of the order. Each month, the client receives a detailed invoice with the number of vouchers used. Each unused voucher by the end of its duration (12 month) will be charged for a minimum amount of CHF 42.- per unit for Switzerland, and CHF 46.- per unit minimum for international inquiries. In the case of a renewal, the non-used vouchers are valid for the next period of 12 months. WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA reserves the right to charge its clients for vouchers which are unused for a period of five years starting from the end of the validity period of the vouchers in question. In this invoicing the cost of VAT will be added, if applicable, at the current rate, according to Swiss Law. One should also be reminded that the rates set for subscriptions do not include VAT, which is charged extra.
- O) This present contract is subject exclusively to Swiss law.
- P) Any disputes that may arise from its interpretation or its execution shall be settled by the competent courts of the headquarters of WYS MULLER RENSEIGNEMENTS COMMERCIAUX SA, in Geneva (Switzerland).

Collonge-Bellerive, January 9th, 2019.