Abilene Advisors Terms and Conditions

V.1.0, 20/10/2025

1. Scope

These terms and conditions ("**Terms**") apply to the access to, and the use of consulting, advisory, audit and other related professional services (together the "**Services**") in the fields including but not limited to governance, risk, compliance, data protection, business continuity, and information security, offered by Abilene Group SA, Rue de la Gare 39, 1110 Morges, Switzerland ("**Company**").

These Terms do not apply to training and educational services, which are provided separately, under the activities referred to as 'Abilene Academy' and governed by their own specific terms and conditions. Likewise, the use of the Supplier Shield platform and the provision of related services are governed by separate terms and conditions specific to those offerings.

To access or use the Services, you ("**Customer**") must agree to these Terms. The Customer agrees to these Terms by signing an order form as provided by the Company ("**Order Form**").

If the Customer does not agree to these Terms, the Customer may not use or access the Services.

These Terms, together with all other referenced documents such as the Order Form, form a legally binding agreement ("**Agreement**") between the Company and the Customer (each a "**Party**" and together referred as the "**Parties**").

In the event of a conflict between these Terms and an Order Form, the Order Form shall prevail.

If not explicitly agreed otherwise by the Company, the application of the Customer's terms and conditions is excluded.

The Customer represents and warrants that they are not a person or entity barred from using the Services under the laws of Switzerland, their place of residence, or any other applicable jurisdiction.

2. Services

The Company provides the Customer with different Services options to support Customer's needs in the Company's fields of activity. These Services include, without limitation :

- **Implementation Services**, such as ISO standard or other relevant frameworks implementations, policy and control design, program setup, and roadmap development.
- **Audit and Assessment Services**, including internal audits, certification readiness assessments and gap analyses.

- **Advisory and Consulting Services**, addressing strategic or ad hoc needs, regulatory alignment, remediation planning, and expert guidance.
- **Subscription-based Services ('As-a-Service')**, such as Data Protection Officer-as-a-Service (DPOaaS), Chief Information Security Officer-as-a-Service (CISOaaS), ISMS Manager-as-a-service (ISMSMgraaS) or similar roles delivered on a recurring basis.

The Services may be delivered in the following contractual formats:

(a) One-Time Engagements ("Projects"):
Services provided for a defined scope and duration, based on a one-time fee and described in detail in the applicable Order Form, including timelines, deliverables, and responsibilities.

(b) Recurring Engagements ("Subscription Plans"):
Services delivered over a renewable term and governed by a subscription model, with defined service levels, recurring fees, and access to specific features and volumes of support, as outlined in the relevant Order Form.

The Customer may request to upgrade their Subscription Plan at any time, subject to confirmation by the Company in text form.

The Customer may also request to downgrade their Subscription Plan for the next Subscription Term (as defined in Section **Error! Reference source not found.**), provided written notice is given (i) at least 90 calendar days before the end of the current term for annual Subscription, or (ii) in accordance with the advance notice specified in the applicable Order Form for shorter Subscription Terms. Any downgrade will only take effect at the start of the next Subscription Term.

As part of the Services, the Company provides a reasonable level of basic client assistance, such as short clarification exchanges, limited follow-up questions related to Services, or coordination calls, provided they remain within a reasonable scope and frequency. This assistance is offered on a best effort basis and does not include any commitment to specific response times or guaranteed outcomes. Any such assistance is considered part of the time allocated to the Customer and is deducted from the agreed hours or Services capacity. Should the Customer require additional support beyond this scope, it must be explicitly agreed upon and may be subject to separate fees. The Company shall inform the Customer when requested assistance is beyond the scope of the Services.

3. Time-based Project Delivery

For implementation and consulting Projects, pricing is based on an estimated number of consulting days, as specified in the applicable Order Form.

The Project roadmap and planned milestones are provided as an indicative framework for managing the engagement and producing the agreed deliverables. However, the completion of the Project is subject to the availability of the agreed time budget.

If the allocated estimated number of consulting days is fully consumed before completion of all initially foreseen activities being part of the Services, the Company will inform the Customer in

due time to agree on either (i) an extension of the allocated budget for the Services, or (ii) the closure of the Project in its current state.

The Customer may, at any time, request a summary of the days or hours consumed and the associated allocation used on the related Project.

If Services are sold based on a fixed deliverable or fixed fee model, this shall be expressly stated in the applicable Order Form. In the absence of such an indication, the time-based model shall apply by default to all Services.

4. Consultant Assignment and Substitution

The Company assigns consultants to the Services based on their expertise, professional background, and relevance to the Customer's specific needs. Consultant assignments are made in good faith, taking into account the nature and scope of the engagement, but at the Company's sole discretion.

The Company may, at its discretion, reassign or replace a consultant initially allocated to the Services, in particular in the event of unavailability, internal reorganization, or when it reasonably deems such change necessary. In such case, the Company shall ensure that the replacement consultant has a comparable level of qualification and experience, so as not to adversely affect the quality or continuity of the Services.

The Customer acknowledges and agrees that the Agreement does not constitute a personal engagement of any specific individual, and that the Company remains both solely responsible for the proper delivery of the Services, regardless of internal staff assignments, and of the supervision of any assigned consultant.

5. Audit Engagements

Where the Services include audit activities (internal audits, gap assessments, certification readiness, or similar), the Customer acknowledges that such Services are carried out based on the information, access, and documentation made available to the Company at the time of the audit.

The Company does not assume responsibility for undisclosed facts, omitted documents, or withheld access that may impact the completeness or accuracy of the audit findings or of any related Services.

Unless explicitly stated otherwise, audit Services do not constitute a certification, legal opinion, or warranty of compliance. Any conclusions or recommendations are provided based on professional judgment, on a best-effort basis, and do not relieve the Customer of its own responsibilities regarding internal control and compliance.

6. Payment

The Customer must pay the fees via the payment methods made available by the Company.

All fees are payable according to the terms stated into the applicable Order Form, and, if not agreed otherwise, invoices are due NET 30 days. Late payments result in an interest rate of 5% p.a.

If not explicitly stated otherwise, all fees are in CHF and excluding VAT and other applicable taxes.

In case the Customer does not pay the applicable fees as agreed between the parties and after notice of non-payment, the Company reserves the right to limit or suspend access to the Services. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

Any right to set off, retain, deduct, counterclaim and/or withhold any payments due under the Agreement vis-à-vis the Company is hereby expressly waived and excluded.

Except where prohibited by law, all fees are non-refundable.

Unless otherwise agreed, any travel, accommodation, or out-of-pocket expenses incurred in the context of the Services shall be invoiced in addition to the agreed fees, subject to the Customer's prior approval, which shall not be unreasonably withheld.

7. Rights & Obligations of Company

The Company will provide the Customer with the Services as agreed in the Agreement.

The Company may amend the Terms from time to time at its sole discretion by publishing an updated version of the Terms on the Company's website. Where possible, the Company will electronically notify the Customer of any material changes to the Terms. Changes to the Terms shall not affect Services already agreed and contracted under a signed Order Form, unless explicitly accepted by the Customer.

The Company may further develop and adjust its overall service offering to reflect market evolution, regulatory updates, or internal improvements. These general modifications do not affect the Services agreed with the Customer in each respective Order Form. If such adjustments have a material impact on the Services expressly contracted with the Customer, the Company will notify the affected Customer in due time and, where possible, propose appropriate alternatives.

The Company shall comply with any reasonable security policies provided in writing in advance and related to the provision of the Services.

The Company reserves a right to ask the Customer to provide feedback through forms, questionnaires, and polls to improve their Services (**"Feedback"**). The Company may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the Customer. The Customer assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to the Company and acknowledges it has no claim in relation to the Feedback.

8. Rights & Obligations of Customer

The Customer agrees to engage with the Services in compliance with the Agreement and all legal and moral obligations applicable in the territory where they are located.

The Customer is obliged to cooperate in the performance of this Agreement to the necessary extent free of charge. The Customer is obliged to provide the Company with all necessary information, documents, materials, access, software, data, as well as competent staff, and anything else reasonably required for the provision of Services.

The Customer shall ensure that any access to its systems, facilities, documents and information required for the performance of the Services is provided under safe and secure conditions.

The Customer shall designate a responsible contact person and provide the Company with all contact details and ensure the availability of the contact person, who shall remain reasonably available throughout the provision of the Services.

If the Customer becomes unavailable for a scheduled activity (such as a workshop, meeting, or review session), the Customer shall notify the Company at least two (2) business days in advance in text form. If such prior notice is not provided, the time initially allocated will be deemed used and invoiced accordingly. This rule does not apply in the event of unforeseen and justified circumstances, such as force majeure, medical emergencies, or other events beyond the Customer's reasonable control, provided the Customer informs the Company in text form as soon as reasonably possible and provides appropriate justification.

Furthermore, the Customer is obliged to inform the Company immediately if errors or faults occur and to support the Company in the analysis and, if necessary, in the elimination of errors and faults to the extent required.

If the provision of Services under this Agreement is delayed due to the Customer's failure to comply with his duty to cooperate or due to other circumstances for which the Customer is responsible, the Customer shall bear the disadvantages and additional costs incurred.

9. Acceptance of Meeting Minutes and Deliverables

Meeting Minutes**:** the Company may issue meeting minutes following project sessions, workshops, or review meetings. If the Customer does not provide comments or objections within seven (7) calendar days of receipt, the minutes shall be deemed accurate and accepted and may be used as a reference for the continuation of the Services.

Deliverables**:** unless otherwise agreed, deliverables submitted by the Company for review are subject to a maximum of three (3) iterations. If, after the third version, the Customer has not provided clear and substantiated objections, the deliverable shall be deemed accepted and considered delivered in its latest form.

10. Term & Termination

The Agreement between the Parties remains in full force and effect, unless terminated earlier, either until (i) completion of the Project as outlined in the applicable Order Form, or (ii) for the duration of the Subscription Plan as specified in the applicable Order Form (the "Subscription Term").

Termination of Subscription Plan

Unless otherwise agreed, for Subscription Plans, the Subscription Term automatically renews for successive periods unless a party provides written notice of non-renewal at least 90 days before the current Subscription Term's end.

Termination of Project-based Services

For Projects, either Party may terminate at any time by notifying the other Party in writing form with a notice period of 30 days, unless specified otherwise in the Order form. In such case, the Customer shall compensate the Company for:

- all Services performed up to the effective termination date.
- any documented and non-recoverable costs already incurred (e.g., booked resources, subcontracted work, travel arrangements).
- and, where applicable, a reasonable portion of the fees corresponding to preparatory work or project planning efforts that have already been executed.

Any advance payments shall be reconciled against the Services effectively performed. No refund shall be granted for Services already delivered or for work planned and committed within the 30-day notice period.

Termination for material breach

Either Party may terminate the Agreement at any time with immediate effect if the other Party is in material breach of the Agreement and fails to remedy this violation within 15 calendar days after receiving written notice specifying the nature of the breach and requesting its correction. For the purposes of this Agreement, a material breach includes, without limitation:

- failure to pay undisputed amounts when due;
- repeated or serious failure to cooperate as required under the Agreement;
- breach of confidentiality obligations;
- use of the Services in violation of applicable laws;
- or any other breach that substantially endangers the purpose of the Agreement.

Termination for material breach shall not release the breaching Party from its obligation to pay for Services already performed, or to reimburse any contractually due costs up to the effective date of termination.
Such termination shall not limit the non-breaching Party’s right to claim damages or other remedies available under applicable law. Any fees due or paid prior to termination shall not be subject to refund unless expressly agreed otherwise.

Survival of obligations

Termination does not affect any rights, obligations, or liabilities of either Party that have accrued before or are intended to stay effective beyond termination.

Handling of materials

Upon termination or expiration of the Agreement, the Customer may retain all deliverables and working materials that were developed or provided by the Company in the performance of the Services and that fall within the agreed scope of the related Services.

Any other content, documentation, or material provided by the Company that is not part of the agreed scope — including internal templates, proprietary tools, or background resources — shall be returned, deleted, or otherwise disposed of within a commercially reasonable period, unless otherwise agreed in writing.

11. Intellectual Property

Each party retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data and other intangible property rights (**"Intellectual Property Rights"**).

All Intellectual Property Rights in the Services, including but not limited to, in any methodologies, tools, templates, or any proprietary material used by the Company in the course of delivering the Services, remain vested in the Company.

The Company grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Services, including but not limited to, any deliverables and materials provided by the Company as part of the Services, strictly for their own internal business purposes and in accordance with the Agreement. For the avoidance of doubt, his right does not include any license to reproduce, adapt, commercialize, or distribute the underlying methods or tools used by the Company, unless expressly authorized.

12. Confidentiality & Privacy

The Company treats the confidential information of the Customer with adequate confidentiality standards and processes the Customer's personal information only as needed. Both Parties shall implement appropriate measures to prevent unauthorized access, disclosure, or loss of data.

The Company collects and processes personal data as described in its Privacy Policy available at [https://www.abileneadvisors.ch/privacy-policy]. The Company protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union.

The Customer authorizes the Company to use, process, and store relevant data for the performance of the Agreement and to use anonymized data to improve its services or for analysis purposes.

The Parties may further define their duties regarding data protection in a data processing agreement, in which case the provisions of the data processing agreement prevail.

The Company may retain a copy of the deliverables and working materials produced in the context of the Services, for quality assurance, internal knowledge management, and Services improvement purposes.

The Company may also retain, for a limited duration and under appropriate technical and organizational safeguards, Customer documents or information strictly necessary for compliance, audit, or Services traceability purposes.

In all cases, such retention shall not affect the Customer's ownership of its data and documents, and the Company shall treat all retained content as confidential in accordance with this Agreement.

13. Use of Artificial Intelligence (AI)

The Company may, where relevant and appropriate, use artificial intelligence ("**AI**") (AI)-based tools and technologies, including large language models and autonomous agents, to support the performance of its Services. These tools are used strictly to assist in the execution of tasks such as research, drafting, structuring, analysis, and other value-added activities.

The Company remains fully responsible for the supervision of such tools and for validating the outputs used in the final deliverables. AI-generated content is reviewed by qualified personnel before being shared with the Customer.

Unless otherwise agreed in writing, no Customer data is used to train AI systems beyond the session or prompt in which the data is processed, and the Company ensures that any such processing is conducted in accordance with applicable data protection and confidentiality obligations.

The Customer acknowledges and accepts the use of such technologies as part of the Services delivery model, provided that it does not compromise the quality, accuracy, or confidentiality of the Services.

14. Liability & Indemnity

The Company is fully liable to the Customer for damages resulting from the Company's gross negligence or wilful misconduct.

In all other cases, the Company's liability under the Agreement is excluded to the maximum extent permitted under applicable law.

Neither Party may recover from the other Party, regardless of the legal reason, any amount with respect to loss of profit, data, or goodwill, or any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

The Company will not be held liable for inaccuracy or incompleteness of the Services, or the incompatibility of the Services with any specific objectives that the Customer is hoping to achieve.

Neither Party shall be liable for any failure or delay to perform its obligations under this Agreement (other than payment obligations) caused by circumstances beyond the parties' reasonable control (force majeure).

The Customer agrees to indemnify, and hold the Company harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (i) breach of this Agreement or any legal regulation by the Customer, its employees or other persons acting on behalf of the Customer; (ii) any breach of Customer's representations and warranties set forth in the Agreement; (iii) Customer's violation of the rights of a third party.

15. Warranties & Representations

The Customer acknowledges that the Services are provided "as is" and "as available", and the Company makes no warranties or representations of any kind regarding the Services or any specific outcomes or results.

The Company performs the Services on a best effort basis, applying reasonable care, diligence, and professional standards in accordance with industry practices.

The Company does not guarantee that the Services will be free of errors, omissions, or delays, nor will they meet specific expectations or objectives unless expressly agreed in writing.

16. Marketing

Unless otherwise agreed in the respective Order Form, the Company is entitled to use the Customer's name, logo, and a factual and concise description of the Services provided, for marketing or institutional communication purposes. This includes displaying on the Company's website, presentations, or corporate and investment materials.

Any other use, including references implying endorsement or testimonial, requires the prior written consent of the Customer.

The Customer may at any time request in writing the removal of their name or logo from future marketing materials, and the Company shall comply within a reasonable period.

17. No Exclusivity

This Agreement does not confer any exclusivity. The Parties are free to conduct the same activities with other companies.

18. Non-Sollicitation

During the term of this Agreement and for a period of six months after termination for any reason, the Customer will not, directly or indirectly, (i) induce or attempt to induce any employee of the Company to leave the employ or interfere in any way with the relationships between the Company and any such employee; (ii) employ or otherwise engage as an employee, independent freelancer or otherwise any such employee of the Company; or (iii) induce, attempt to induce, or in any other way interfere with the relationship between the Company and any company, customer, supplier, licensee or other person or entity that has done business with the Company during the term of this Agreement to stop doing business with the Company.

In the event the Customer breaches this non-solicitation obligation, a penalty in an amount equivalent to CHF 30'000.- shall be owed to the Company by the Customer for each instance of breach, and, in the case of continuing breaches, for each calendar month during which such breaches are continuing, whether for all or part only of such calendar month.

Evidence of actual damages is not required for claims to pay the penalty. The payment of the penalty does not constitute a waiver of claims for payment of actual damages nor of any obligations of the Customer under this Agreement; in particular, the Company remains entitled to request discontinuance or forbearance of the behavior of the Customer being in breach of this section.

19. Miscellaneous

Entire Agreement: The Agreement constitutes the entire agreement between the Company and the Customer and supersedes all prior agreements between the parties relating to the subject matter of the Agreement.

Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms. General terms and conditions of the Customer are excluded unless they have been expressly accepted by the Company.

Changes to Terms: The Company may, from time to time, change these Terms. The Company will notify the Customer for at least 30 days before such changes apply to the Customer.

Notices: Notices must be given in writing, including e-mail, and need to be communicated:

- **To Company's attention**: via email to: request@abileneadvisors.ch
- **To Customer's attention**: by publishing on the Services or where explicitly agreed between the Parties via email to the last e-mail address provided for this purpose by the Customer. It is the Customer's responsibility to keep provided contact information current.

No Assignment: The Customer may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of the Company.

Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

Governing Law & Jurisdiction: These Terms, and all claims or causes of action that may be based upon, arise out of or relate to these Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of the Company has exclusive jurisdictions for all disputes arising from or in connection with the Terms.

Language: These Terms may be translated into other languages for convenience. In the event of any discrepancies or conflicts between the translated versions and the English version, the English version shall prevail.

Links: The Services may contain third-party content or links to third-party websites. The Company does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.