

## **4. General conditions governing the renting of IT services**

### **4.1 General**

These general conditions govern the delegation of employees of Cyber Network SA to work with the Client. They form an integral part of any individual contract to provide services and apply automatically during each intervention, independently of the whether or not the individual contract refers to these general conditions.

The employees of Cyber Network SA are not contractually bound to the Client. Cyber Network SA takes care of the arrangements governing the working relationships and the social security of the employees and ensures that their contributions are paid.

### **4.2 Intervention of employees of Cyber Network SA**

The employees of Cyber Network SA are carefully selected on the basis of the requirements of our Clients and the field of activity of the enterprise. During each intervention, the employee of Cyber Network SA is placed under the surveillance of the Client and is required to comply with the instructions of the Client when carrying out the job. The Client shall take the necessary measures to protect the employees of Cyber Network SA and this must be covered by the third party liability insurance of the enterprise.

### **4.3 Substitution of employees**

Cyber Network SA cannot guarantee to the Client that the same employee will be assigned to its service throughout the agreed intervention period. Cyber Network SA is entitled to provide a replacement, at any time, on a provisional basis.

### **4.4 Intervention report and billing**

During each intervention, the employees of Cyber Network SA submit a work report to the Client for checking and approval. In addition to the hours worked, the report gives details of the work carried out and any products supplied or made available to the Client. Cyber Network SA will bill the work carried out for the Client on the basis of this report.

### **4.5 Recruitment**

The Client expressly renounces the right to actively recruit or commission the recruitment of the employees of Cyber Network SA on its own account or on behalf of third parties.

In the event of an offence by the Client, Cyber Network SA reserves the right to claim damages and interest.

### **4.6 Confidentiality**

Throughout the period of intervention at the Client site, the employee of Cyber Network SA undertakes not to divulge to third parties any confidential information or documents relating to the business of the Client, unless expressly given an order or authorisation. Employees of Cyber Network SA are also required to keep secret all confidential information and documents entrusted to them by the business partners of the Client as part of their activities. Confidential information and documents is understood to mean the information and documents designated as such and not divulged in any other form. The duty of discretion and the obligation to maintain secrecy shall continue even after the end of the intervention, where the interests of the Client need to be safeguarded.

#### **4.7 Rights to the results of the work**

The results of the work carried out by the employees of Cyber Network SA are transferred to the Client, which has the unlimited right to use them in its business activities.

#### **4.8 Liability**

Cyber Network SA benefits from an insurance policy covering the pecuniary consequences of its third party liability for its business activities. However, if Cyber Network SA is found to be legally responsible under the agreement, it is clearly agreed that the obligation to carry out repairs shall be limited to the annual amount invoiced to the Client.

*Entry into force on 1 April 2011*