

GENERAL TERMS AND CONDITIONS FOR MEMBERSHIP – SWISS ROBOTICS ASSOCIATION

These Terms and Conditions (the "**Terms**") govern your membership in the Swiss Robotics Association ("**SRA**"), including your contributions, access to, and use of services offered by SRA. These Terms apply alongside any supplemental policies, such as the individual Membership Agreement.

1. Definitions

- **Articles of Association:** The current, legally binding articles of the Swiss Robotics Association.
 - **Member:** Any individual or legal entity bound by a Membership Agreement with the Swiss Robotics Association.
 - **Membership:** A structured model offering multiple types of membership.
 - **Membership Agreement:** The individual agreement that allows an entity or individual to join SRA; it being agreed and understood that these Terms form an integral part of such Membership Agreement.
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2. Purpose

The SRA aims to accelerate robotics innovation in Switzerland by fostering collaboration across academia, industry, and public institutions. Through interdisciplinary initiatives and knowledge sharing, SRA supports the development and deployment of cutting-edge robotics technologies that address societal, environmental, and economic challenges.

The association serves as a national platform for engagement, coordination, and advocacy in robotics, supporting education, research, startups, and industrial stakeholders.

All services, content, and materials are provided on an "AS IS" basis without further warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of merchantability or fitness for a particular focus.

3. Ethics

SRA is based on strong ethical principles. We are committed toward, and require our members to respect, the following principles:

- Honesty
- Integrity
- Trustworthiness
- Compliance
- Responsibility
- Fairness
- Loyalty

- Consideration

SRA is committed to the promotion of high ethical standards in its activities in order to protect those involved in research and innovation.

All research involving human subjects must be conducted in accordance with three basic ethical principles, namely respect for persons, beneficence and justice (Declaration of Helsinki). It is generally agreed that these guidelines, which in principle have equal moral force, guide the conscientious preparation of proposals for scientific studies.

Furthermore, research and projects involving human subjects should be carried out only by, or strictly supervised by, suitably qualified and experienced investigators and in accordance with a protocol that clearly states: (i) the aim of the research; (ii) the reasons for proposing that it involves for human subjects; (iii) the nature and degree of any known risks to the subjects; (iv) the sources from which it is proposed to recruit subjects; and (vi) the means proposed for ensuring that subjects will be adequately informed and will voluntarily give their consent (Informed Consent). The protocol should be scientifically and ethically established by one or more suitably constituted review bodies, independent of the investigators.

Moreover, research and projects which involves the collection or processing of personal data, regardless of the method by which they are/were collected should comply with the Federal Act on Data Protection (*'Loi fédérale sur la protection des données'*, 235.1). The aim of this Act is to protect the privacy and the fundamental rights of persons when their data is processed.

As of 25 May 2018, the EU General Data Protection Regulation (EU-GDPR) entered into force. This Regulation applies in the EU and it replaces Directive 94/46/EC of the European Parliament and of the Council of 1995. Despite the fact that Switzerland is not a member of the EU, the new EU-GDPR has direct consequences for Switzerland.

Some definitions of the Swiss Federal Act on Data Protection (FDP)

Personal data

All information relating to an identified or identifiable person. Processing any operation with personal data, irrespective of the means applied and the procedure, and in particular the collection, storage, use, revision, disclosure, archiving or destruction of data.

Sensitive personal data

Data on:

1. Religious, ideological, political or trade union-related views or activities. 2. Health, the intimate sphere or the racial origin. 3. Social security measures. 4. Administrative or criminal proceedings and sanctions.

Any breach by a Member of one of these principles may result in the Member's membership termination for cause further to a vote of the General Assembly, without prejudice of any damage and interest claims against the Member.

Violation of these principles may lead to membership termination and potential legal claims.

4. Advisory Board

An advisory board has been established to support and provide strategic guidance to the association's leadership team. Their responsibilities include:

- Challenging and refining the association's strategic direction
 - Offering independent and constructive input
 - Supporting implementation by identifying risks, opportunities, and member needs
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5. Membership

5.1 Membership Eligibility

Membership is open to individuals and legal entities (such as companies, institutions, and non-profits) that (i) support the goals of the SRA, (ii) are based in Switzerland and (iii) agree to pay the annual membership fee corresponding to their category.

Individuals and legal entities based outside Switzerland must submit a written request, which is subject to approval.

5.2 Membership Model

SRA operates a **tiered membership model**. Membership categories and fees differ based on:

- Type of organization (individual, academic, corporate, startup, public entity, etc.)
- Annual turnover
- Number of employees

Detailed pricing and membership types are published on the SRA website.

5.3 Membership Benefits

Members may access various services and activities that depend on the type of membership and which may include:

- Participate in workshops (as speaker or attendee).
- Access to the Swiss robotics ecosystem map.
- Use the SRA collaboration platform to connect and develop joint projects.
- Post job offers and access to a searchable CV database.
- Stay informed with SRA newsletter.
- Benefit from special rates for events for participation, booths, and sponsorship.

Additional benefits or tailored services may be offered depending on the membership tier.

5.4 Member Warranties

The Member represents, warrants and undertakes to SRA that:

- a) it has full power, capacity and authority to execute, deliver and perform its obligations under the Membership Agreement, including signature;
- b) once executed, the Membership Agreement together with the Terms shall constitute a legally binding and enforceable agreement in accordance with its terms;
- c) there are no existing agreements, undertakings or arrangements which prevent it from entering into the Membership Agreement, or which would impede the performance of its

obligations under the Membership Agreement, or that it would breach by entering into the Membership Agreement.

6. Collaborative Projects

SRA and Members will collaborate on specific projects within the scope of the purpose of SRA. SRA and the Members concerned will enter into specific agreements on a case-by-case basis that will regulate the scope of the project, the respective role and tasks of the participating parties, the project funding, confidentiality of information exchanged as well as ownership of and right to use the results of the project and any related intellectual property rights.

7. Confidentiality

SRA and each Member ("**the Recipient**") agrees to keep confidential and not to use for another purpose than the performance of the Membership Agreement all information belonging to the another party ("**the Disclosing Party**") with which it may come in contact during the performance of the Membership Agreement, provided that such information has been clearly labelled as confidential by the Disclosing Party or, if disclosed orally, has been confirmed in writing as being confidential within ten (10) days from their disclosure (hereinafter referred to as "**Confidential Information**"). Each party shall be responsible for the compliance by its personnel with these confidentiality obligations.

The obligations of confidentiality this article 7 shall not apply to any Confidential Information that:

- was in the public domain or open to the public at the time it was transmitted to Recipient, or
- became public or open to the public for reasons other than an action or omission attributable to Recipient, or
- was in Recipient's possession, without any limitation regarding its disclosure at the time it was transmitted to Recipient, provided that such prior possession is supported by a written evidence, or
- was obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose it.

Said obligations shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order or pursuant to a government action, provided that the Recipient shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

The confidentiality obligations shall remain effective for five (5) years after disclosure of the Confidential Information concerned.

8. Data Protection

SRA processes personal data in accordance with its Privacy Policy and Swiss data protection laws, including the Federal Act on Data Protection (FADP). Members agree to comply with all applicable data privacy obligations.

9. Liability

Neither party shall be liable to the other or any other person or entity for indirect or consequential damages arising out of or in connection with the implementation of the Membership Agreement.

These limitations of liability shall not apply to both parties' liability in respect of injury to persons or willful misconduct and any other liability which cannot be lawfully excluded or limited by law.

10. Termination

10.1 Ordinary Termination

Membership Agreements do not renew automatically. However, they may be renewed upon written request (email is accepted as valid). Unless otherwise agreed, renewed memberships will continue under the same terms and conditions as the original agreement.

10.2 Extraordinary Termination

Notwithstanding the ordinary termination as stated above, SRA may terminate the Membership Agreement with immediate effect upon written notice if

- the Member, as an individual, has died or lost the ability to enter into legally binding agreement,
- the Member has its business activities suspended or ceased for more than 60 (sixty) consecutive days;
- the Member becomes insolvent and is declared bankrupted;
- the Member breaches or fails to properly perform any material obligation under the Membership Agreement and, where able to be remedied, fails to remedy the breach or perform the obligation within 30 (thirty) days after receiving notice thereof; for the sake of clarity this also includes any breach by the Member of its warranties (5.4 "Warranties") or the principles of Ethics (3 "Ethics").

10.3 Effects of Termination

Termination of the Membership Agreement shall not affect the validity of any specific agreement entered into for the performance of any project in accordance with Article 6 of these Terms.

- The provisions of Article 7 regarding "Confidentiality" shall survive termination and continue in full force and effect.
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11. Updates to Terms

Without any written opposition served by the Member to SRA within 30 days from the notification by registered mail to the official address of the Member of a new version of the Terms, the new version is deemed accepted by the Member and enforceable as part of the entire agreement of the parties.

If the Member expressly opposes the new version of the Terms within 30 days from its publication, the previously applicable Terms shall remain enforceable to such Member until the expiration of its membership term. Upon expiration of such membership term, the Membership Agreement shall be terminated according to article 10.1 "Ordinary termination".

12. Final Provisions

Should any provision of the Terms or the Membership Agreement be invalid, the validity of the other provisions shall not be affected. The parties undertake to interpret an invalid provision as closely as possible to their will, and the ethics and purposes of SRA.

The Terms and the Membership Agreement are governed by Swiss law, without regard to its principles of conflict of law.

In the event of a dispute, controversy or claim (the "**Dispute**"), arising out or in connection with the Terms and/or the Membership Agreement or any of its subsequent amendments, including any question regarding its existence, validity or termination, the parties shall use their best endeavors to solve such Dispute amicably within a period of 2 (two) months from the date of seisin by the most diligent party.

In case the parties cannot reach agreement within this time, the most diligent may seize the competent courts. Any such dispute shall be submitted to the exclusive jurisdiction of the competent District Court of Lausanne.