

Schedule B

Country Schedule – Switzerland

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Governing Law and Dispute Resolution**

Unless otherwise stipulated in the Agreement, the parties submit to the exclusive jurisdiction of the courts at the place of incorporation of the Vialto entity entering into the respective Agreement.

3. **Other Adjustments Required by Local Law**

- 3.1. **Liability.** To the extent the limitation of liability in the Agreement is found by any competent authority to be (partially) void, invalid or unenforceable based on mandatory law, such provision shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision.

For the avoidance of doubt, the limitation of liability in the Agreement equally applies for any Services provided by Vialto Subcontractors.

- 3.2. **Limitation Period.** To the extent the limitation period of one year pursuant to the Agreement is found by any competent authority to be (partially) void, invalid or unenforceable based on mandatory law, such provision shall be construed, and, if necessary, amended in order that the limitation period is as close as legally possible to the period of one year.