National Test Institute for Cybersecurity

Memorandum of Understanding

This Memorandum of Understanding (this "**MoU**") is made on the date of the last signature below between:

(1) **National Test Institute for Cybersecurity NTC**, an association incorporated in Switzerland with registered number CHE-413.424.707 and having its offices at Baarerstrasse 53, 6300 Zug, Switzerland (**"NTC"**); and

(2) **[Manufacturer AG]**, a company incorporated in Switzerland with registered number CHE-XXX.XXX.XXX and having its offices at [Address] (**"Manufacturer"**).

Version 2.0 of 17 July 2025

1 Background

A NTC is a Swiss association, which operates the National Test Institute for Cybersecurity NTC. NTC analyses ("tests") networked products for their cyber security on behalf of companies as well as public-sector organizations (e.g., public administration, universities, NGOs), each referred to as "Customer". The testing includes hardware and software products as well as services, which are used by the organizations of the Customers, regardless of manufacturer and geographical origin.

B Manufacturer is a producer and/or distributor of such products and services (the "Products") under test for the Swiss market and acts as supplier to Customers.

C In order to be able to carry out an in-depth security analysis according to a Customer mandate, the Customer must ensure that all necessary material (documentation, source code, technical specifications, access, etc.) is made available to NTC by the Manufacturer for the planned testing purposes.

D Customers are interested in having certain Products of the Manufacturer subjected to such testing by the NTC. Manufacturer is willing, within the terms of this MoU, to provide the NTC with all necessary material and documentation to perform the requested testing for such Products (the "Tested Products").

2 Testing Process

2.1 After acceptance of the test assignment by the Customer, NTC ensures through its technical expert group that the organizational and technical framework for conducting tests is in place. This includes, for example, clarification of the existence of sufficient contractual agreements between the stakeholders concerned, the plausibility of the depth of test specifications, and the selection of standards and suitable experts. NTC works as a testing institute with its own experts and calls in external expertise as required.

2.2 The test procedures follow a process defined by NTC and are documented. The test specification required for each test assignment regulates individually which questions are at least part of the test. The specification regulates, among other things, whether the existence of known vulnerabilities is to be checked or whether the test objects are to be examined for fundamental anomalies. Test specifications can be extended by the Customer in agreement with NTC during the course of the test. The test specifications can be based on existing international standards.

2.3 A detailed test report is prepared for each test performed, showing the steps actually carried out and the results observed. The test protocol includes the associated test specification as well as a unique reference. The test protocol is kept tamper-proof and confidential at NTC for a minimum of 5 years. If provided in the test specification, this period may be stipulated differently. After the test has been completed, a test confirmation is issued with details of the test object, the test results and specific comments (anomalies, deviations from the test process, comparison with similar test objects).

3 Participation of Manufacturer

3.1 For the testing of a clearly specified Manufacturer's Product as requested by a Customer, the Manufacturer agrees to provide NTC with all materials determined necessary by NTC for the sole purpose of conducting a thorough test.

3.2 Such material requested by NTC shall provide sufficient information in order to assess the security of the Product. At least, this includes all relevant source code, configuration, documentation, architecture blueprints, security concepts, component inventories (software and hardware BOMs), user manuals, description of user-hidden service features, wiring diagrams, circuit design.

3.3 Manufacturer guarantees that the Product does not contain any code and/or services, catering for unauthorized functionality, e.g., malware, backdoor, unauthorized remote access to or from the Product.

4 Use of the Test Report

4.1 The final test reports handed over to the Customer under the name and logo of NTC may be freely used by the Customer in unchanged form. Use of the test report by the Manufacturer can be agreed with NTC on a case-by-case basis upon request.

4.2 NTC may share the test results with further customers, unless otherwise agreed with the Customer.

5 Communication and "Responsible Disclosure"

In compliance with the legal framework, vulnerabilities and the resulting risks determined in a test are communicated as follows:

5.1 All vulnerabilities are reported immediately and initially exclusively to the responsible party for remedying the vulnerability (“responsible party”) (e.g. the manufacturer or the customer who commissioned the test). The vulnerabilities are communicated to the responsible party including a proof-of-concept exploit (“responsible disclosure”). If the customer is not the responsible party, the customer is informed of the fundamental existence of serious vulnerabilities, but without disclosing technical details on how the vulnerabilities can be exploited. This prevents from increasing the level of risk. In any case, assistance will be provided to protect against exploitation of the vulnerability.

5.2 In consultation with the customer, the NTC may publish vulnerabilities with an appropriate level of detail (e.g., manufacturer, product, and vulnerability information), e.g., on https://hub.ntc.swiss.

5.3 Particularly severe vulnerabilities that significantly impact multiple organizations and are relevant to national security, as judged by the NTC, may also be reported directly to the Swiss National Cyber Security Centre "NCSC" and the Swiss Federal Data Protection and Information Commissioner "FDPIC".

5.4 Upon completion of the test assignment, the customer will be informed of all vulnerabilities in the form of a test report.

6 Term and Termination

6.1 This MoU will begin on the date of the last signature below and will continue until its termination by either party. Such termination may be declared in writing at any time with immediate effect.

6.2 The termination has no influence on already created test reports or ongoing tests as well as the obligation of confidentiality.

7 Confidentiality

7.1 “Confidential Information” means any information disclosed by NTC or Manufacturer (as the case may be, the “Disclosing Party”) to the other (the “Receiving Party”) that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature confidential, including any Manufacturer material, programs or data which are provided to NTC for the testing, or which are accessible to NTC, in connection with this MoU, but excluding any information that:

7.1.1 is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its agents, officers and employees in breach of this MoU or of any other undertaking of confidentiality addressed to the Disclosing Party;

7.1.2 was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party;

7.1.3 the parties agree in writing is not confidential or may be disclosed; or

7.1.4 is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.

7.2 The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and, except with the prior written consent of the Disclosing Party, will:

7.2.1 not use or exploit the Confidential Information in any way except for the purpose of exercising its rights and performing its obligations under this MoU;

7.2.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this MoU; and

7.2.3 apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information (and which will in any event be no less stringent than the measures and care which it is reasonable to expect of a business operating in the same sector in the same circumstances).

7.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its agents, officers, employees and professional advisers, such as testers, who need to know it in connection with this MoU, provided that:

7.3.1 it informs each such person of the confidential nature of the Confidential Information before disclosure; and

7.3.2 it procures that each such person will comply with this clause as if it were the Receiving Party, and it will be liable for the failure of any such person to comply with this clause.

7.4 The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited, is given in accordance with this clause.

7.5 For access to information requiring special protection (such as source code), the parties may agree on further confidentiality provisions.

7.6 The Parties undertake to comply with the applicable data protection laws.

8 No Liability

8.1 NTC shall perform the tests by qualified testers with due care and to the best of its knowledge and belief. It does not guarantee the completeness of test reports and does not assume any responsibility for the results.

8.2 NTC shall only be liable for intent and gross negligence. Any further liability is excluded, in particular for any claims for damages by third parties and for security incidents of any kind.

8.3 Nothing in this MoU will limit or exclude either party's liability for breach of its Confidentiality obligations or any liability which cannot be limited or excluded by law. Otherwise, neither party will have any liability for any loss of profits or revenue, any account of profits, any increased costs, any loss of anticipated savings, any loss of opportunity, any loss of goodwill or reputation, nor for any indirect or consequential loss.

9 Costs

9.1 It is understood that any and all costs, expenses, or liabilities of either party arising out of preparing and conducting the tests shall be the responsibility of each party separately and individually.

10 General

10.1 This MoU contains the whole agreement between the parties, and supersede all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into this MoU, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this MoU or not) (each, a "Representation") other than as expressly set out in the MoU. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation will be for breach of the MoU.

10.2 This MoU and all non-contractual obligations arising out of or in connection with it are governed by Swiss law.

10.3 Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution and the Association for IT Dispute Resolution (ITDR) Recommendations for Arbitration, both in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules and Recommendations.

The number of arbitrators shall be one. The seat of the arbitration shall be Zug. The arbitral proceedings shall be conducted in English.

Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the Swiss Rules of Mediation of the Swiss Chambers' Arbitration Institution and the Association for IT Dispute Resolution (ITDR) Recommendations for Mediation, both in force on the date on which the request for mediation is submitted in accordance with these Rules and Recommendations.

Notwithstanding the above, the parties may agree at any time prior to submitting the dispute to arbitration or mediation to submit the dispute to assessment by an expert opinion in accordance with the Association for IT Dispute Resolution (ITDR) Rules of Procedure for Expert Opinions in force on the date on which the request for assessment by an expert opinion is submitted in accordance with these Rules.

11 Signatures

For NTC	For Manufacturer
Place, date:_____	Place, date:_____
By:_____	By:_____
Name:	Name:
Title:	Title: