

1 Scope

These General Terms and Conditions (hereinafter referred to as GTCs) apply to all services which MTF Solutions AG (hereinafter referred to as MTF) supplies to its customers, and contain provisions on its recurring services (Clause 2), its one-off services (Clause 3), as well as general provisions that apply equally to the recurring services and the one-off services (Clause 4).

The GTCs form an integral part of the Order that is agreed individually with the customer (Order Confirmation), as well as of any other mutual agreement or of any document referred to in these GTCs, such as the Service Level Agreement (SLA), which, in the event of variations, may take precedence over these GTCs and contain additional provisions. The exclusion of these General Terms and Conditions or the inclusion of other contractual terms and conditions (e.g. customer's general terms and conditions) to which the customer refers in any declarations, namely purchase orders, commissions, offers or invitations to tender, only apply if MTF has expressly confirmed this, in writing, with respect to the services concerned, and thereby accepted it. Provision of the service by MTF does not constitute such (tacit) acceptance.

2 Recurring services

2.1 MTF Services

- 2.1.1 MTF offers the customer recurring services in the form of cloud services and managed services.
- 2.1.2 The customer may request a service change at any time from MTF. MTF confirms to the customer, via delivery of the service sheet, which service parameters will be provided.
- 2.1.3 Changes to the service caused by changes in the quantity structure are invoiced automatically. MTF confirms the changes by sending a service sheet.
- 2.1.4 The technical specifications, terms of use and user documentation for the individual services are specified and documented as part of the contract and can be downloaded from the portal.
- 2.1.5 MTF grants the customer the option of using certain cloud services by means of remote access over the internet. For this purpose, MTF provides the customer with the necessary user names and passwords. Passwords must be changed immediately after the initial login, changed regularly thereafter or protected with multi-factor authentication and protected from unauthorized access by third parties. The customer provides the hardware, software and connections for accessing and using the cloud services, including the necessary customer-specific URL addresses and accompanying certificates.
- 2.1.6 MTF may make minor changes to the scope of the cloud services at any time. In order to maintain the smooth functioning of the customer's systems and cloud services, MTF is entitled to allocate correspondingly higher resources (e.g. RAM, CPU, memory) in the interests of the customer, especially in case of urgency. Without the express consent of the customer, such resource allocations will under no circumstances increase the total price by more than 10% (= minor changes). MTF will give notice of any major changes at least 3 months in advance. Short-term changes are permitted if these are necessary as a result of new unforeseeable circumstances (e.g. due to court judgments, sanctions, etc.). In such a case, the customer may terminate the affected services at the end of any month subject to three months' notice. The customer has no further rights in this regard.

2.2 Warranty

- 2.2.1 MTF warrants that it will comply with the service levels agreed in the contracts.
- 2.2.2 Services for which no service level has been agreed are to be performed on a best-endeavours basis. "Best endeavours" means that MTF strives in a manner that is appropriate and economically reasonable, using the resources at its disposal, to provide the services and/or rectify the fault, without, however, guaranteeing to meet any higher quality standards or specific timeframes.
- 2.2.3 If MTF seriously breaches the same warranted service levels on more than two occasions within six months, this constitutes good cause for termination by the customer.

2.3 Duties of the customer

- 2.3.1 The customer is obliged to refrain from storing any illegal content or content that infringes the rights of third parties (data, software and information) on the storage space made available and from using the cloud service for such purposes. In the event of serious breaches of the terms of use of the cloud service (by the customer itself or by users designated by the customer) or of the customer's obligations to cooperate, MTF is entitled to block the customer's access to the cloud service.
- 2.3.2 Irrespective of MTF's obligations regarding data security and data protection, the customer is responsible for entering and maintaining the data required for using the cloud service. By deploying, for example, state-of-the-art anti-virus programs.
- 2.3.3 Because the content deposited by the customer may be protected by copyright and data protection law, the customer hereby grants MTF the right to make the content available for the provision of the service and, in particular, to copy and transmit it for this purpose (e.g. backup, remote access for the customer). Use of the cloud service does not however affect the customer's rights of ownership or under license over such content. The customer is responsible for ensuring the lawfulness of the data processing itself, including disclosure of the data to MTF for the purpose of contractual performance. The customer is responsible in particular for complying with the corresponding contractual or statutory obligations to inform and obtain the consent of data subjects and/or authorised third parties.
- 2.3.4 The customer may only access the cloud service in accordance with the scope of the authorisations granted to it. It is responsible for the use of the cloud service by all users who access the cloud service by means of its account login data.

2.4 Payment terms

- 2.4.1 MTF compiles a monthly record of the services received by the customer during the previous month. The agreed fees are invoiced monthly or quarterly in arrears. The reference date for setting the fees is the last day of the month. Annually agreed fees will be invoiced in advance. In this context, an over or under-delivery of services in the current period will result in pro rata surcharges or deductions, which are taken into account during invoicing.
- 2.4.2 MTF is entitled to implement price reductions at any time while maintaining the same service content. MTF will notify the customer of price increases that do not involve any change in service content at least three months in advance. If these are due to price increases by participating third parties, notification will take place at least one month in advance. The first price adjustment not involving a change in service content and not attributable to participating third parties, can take place after the expiry of a minimum contractual term of 1 year. If the customer does not agree to a price increase, it is entitled to terminate the respective service in accordance with Clause 2.5. In all other respects, the provisions of Clause 4.5 apply to the engagement of third parties.

2.5 Termination

After the expiry of a minimum contractual term of 1 year, recurring services may be ordinarily terminated by either party, in text form, subject to three months' notice to the end of the month.

3 One-off services

3.1 Supply of hardware

- 3.1.1 Unless expressly agreed otherwise, the delivery times specified by MTF are generally non-binding. In the event of delays for which MTF is not responsible, the customer has no right to rescind the contract. There is no right to damages in the event of late delivery.
- 3.1.2 Hardware is delivered at the customer's expense and risk. MTF will install the hardware at the customer's request and for an additional fee. In this case, benefit and risk passes to the customer upon handover or installation of the hardware. Unless otherwise specified, MTF is not obliged to provide maintenance, servicing or support for such products.

3.2 IT project services and other IT services

- 3.2.1 The parties are planning a joint project which may involve the supply of software (e.g. software licences, software

integration or software development). The parties will jointly determine who is to take on which tasks and what is to be completed by when so that both parties can carry out the necessary resource planning.

- 3.2.2 The parties will establish a schedule setting out the project-specific deadlines, milestones and due dates. Deadlines may in principle be extended. They are only binding where expressly agreed and indicated. If either party becomes aware that an agreed deadline cannot be met, it must inform the other party as soon as possible, and both parties will settle the matter in good faith.

3.3 Warranty

- 3.3.1 The customer must carry out an acceptance test on the goods delivered or made available for delivery. The goods are deemed to have been accepted by the customer upon release, or if no express written objection is made by the customer within 10 working days of delivery. Transport damage that is obvious upon receipt of the delivery must be reported directly to the transport company concerned.
- 3.3.2 The customer must carry out an acceptance test on the delivered work result. The work product is deemed to have been approved by the customer upon release or if no express written objection is made by the customer, within 45 working days of delivery, specifically indicating any defects that prevent acceptance. Furthermore, the work result is automatically deemed to have been accepted as soon as customer uses it or allows it to be used operationally or commercially. Minor defects do not entitle the customer to withhold acceptance but must be rectified by MTF under the warranty (pursuant to Clause 3.3.4).
- 3.3.3 MTF warrants, with respect to its work results and goods sold, that its services have the agreed characteristics. Unless otherwise agreed, the warranty period is twelve months and commences upon acceptance.
- 3.3.4 During the warranty period, any defects identified by the customer must be reported to MTF, without undue delay, in text form. In the first instance, the customer only has the option to request rectification within a reasonable period. The customer must allow MTF two opportunities to effect rectification. If after this the defect has still not been rectified, the customer is only entitled to request an appropriate price reduction. Rescission and the right to substitute performance are expressly excluded. In addition, where third-party software or hardware is acquired, the provisions on the involvement of third parties specified in Clause 4.5.2 apply.

3.4 Payment terms

Invoicing takes place immediately following a partial delivery or after the complete delivery, or monthly based on actual expenditure.

4 General Provisions

4.1 Customer's duties to cooperate

- 4.1.1 The customer must actively and promptly, and in a reasonable manner, support MTF and its auxiliary agents in the provision of their services, carry out the necessary preparatory and provisioning activities and grant the necessary access to its premises as well as to its systems and resources. The customer is obliged to promptly provide MTF with all information required for the provision of the services (e.g. correct recording/reporting of users) and, in particular, to notify MTF of any defects or breaches or the unavailability of a service that come to its attention.
- 4.1.2 The customer is responsible for protecting the components and security elements provided by MTF (namely passwords, tokens, system access information, encryption and security devices, authentication methods, etc.) and must inform MTF without undue delay if this cannot be guaranteed (e.g. due to the disclosure of security elements or unauthorised manipulation).
- 4.1.3 If the customer fails to fulfil its duties to cooperate, or fails to do so properly, MTF is no longer obliged to effect performance, but will nevertheless endeavour to provide its services. The customer must reimburse MTF for the resulting additional expense. The contractually agreed hourly or daily rates or, in the absence of such an agreement, the standard hourly or daily rates, apply. If MTF is partly responsible, each party will bear its proportional share of the additional expense.

4.2 Devices owned by MTF

If MTF makes a device available to the customer on a rental or loan basis, it remains the property of MTF. The creation of any liens or rights of retention over the device in favour of third parties is expressly excluded. In the event of seizure, retention or attachment, the customer is obliged to inform MTF without undue delay and to notify the competent debt enforcement or bankruptcy office of MTF's right of ownership.

4.3 Conclusion of individual contracts

- 4.3.1 These GTCs are an integral part of the agreements between MTF and the customer and define the legal basis of the business relationship.
- 4.3.2 Individual contracts may be concluded in writing or in another form. If no written contract is concluded, but the parties have given a mutual expression of intent, the contract will come into effect upon confirmation of the order in text form by MTF or upon provision of the service by MTF. The order confirmation is deemed to constitute the binding contractual content unless the customer objects within 10 days of delivery and demonstrates that a different agreement was made.

4.4 Remuneration and invoicing

- 4.4.1 Services provided by MTF that are not specifically quantified in an agreement or additional services requested by the customer are invoiced according to MTF's hourly rates on a time and materials basis.
- 4.4.2 The agreed prices are in Swiss currency net of VAT. Unless otherwise agreed, all invoices must be paid within 10 days of invoicing without any discount.
- 4.4.3 Upon expiry of the payment deadline, the customer is deemed to be in default, without need for any further reminder. If the customer defaults on a payment, MTF is entitled to discontinue all services to the customer with immediate effect upon expiry of a final payment deadline communicated in writing or by email and to suspend the further supply of goods and services, and any work to rectify defects in hardware already delivered, until payment is made, or to make such services dependent on advance payment or other securities, or to terminate the contract for recurrent services with immediate effect and without further notice pursuant to Clause 4.12.1.
- 4.4.4 Until full payment for purchased or leased products has been received, the products intended for resale remain the property of MTF. The customer is obliged to take all necessary measures to preserve this right of ownership and also authorises MTF to have the reservation of title entered in the appropriate register. Until full payment of the purchase price, the customer must give MTF advance notification of any change of domicile. Any right of retention on the part of the customer in respect of items belonging to MTF is expressly excluded.
- 4.4.5 The offsetting of counterclaims by the customer against claims by MTF is excluded.

4.5 Participation of auxiliary agents

- 4.5.1 MTF may commission auxiliary agents (particularly subcontractors) from Switzerland and abroad.
- 4.5.2 Insofar as the accompanying documents (licence conditions, warranty certificates, user manuals, etc.) for software or hardware manufactured by third parties and licensed or sold to the customer by MTF, contain provisions on liability or warranty that are more restrictive than these GTCs, they also apply to the relationship between MTF and the customer. Unless otherwise specified, MTF is not obliged to provide maintenance, servicing or support.

4.6 Liability

- 4.6.1 In the event of breaches of contract, MTF shall be liable for proven damages unless it can prove that it is not at fault. In particular, MTF is not at fault in the event of: a) fault on the part of the customer or its auxiliary agents; b) fault on the part of third parties who are not auxiliary agents of MTF, as well as in the event of force majeure.
- 4.6.2 MTF is liable for damage caused intentionally and through gross negligence to the extent of the damage proven. In all other cases, MTF's liability for damages is limited to a maximum of CHF 20,000 per year in total. Furthermore, MTF is not liable for indirect or consequential loss, loss of production, loss of profit or loss of sales. MTF shall not assume any liability for damages or services interruptions caused by circumstances which MTF is not responsible. MTF is not liable for products or services from other

- suppliers or for delivery items. The foregoing is without prejudice to any mandatory legal provisions.
- 4.6.3 In the event of the loss or damage of data, MTF is only liable to reimburse the cost of restoration within the scope of the above limitation of liability and only if MTF is responsible for the loss or damage and the customer, in cases where this is not part of the service, has ensured by means of regular data backups that this data can be reconstructed with an acceptable level of effort from data held in machine-readable form.
- 4.7 Force majeure**
- 4.7.1 Within the context of the contracts, the parties understand force majeure to refer particularly, but not exclusively, to the following: Natural phenomena of particular intensity (avalanches, flooding, landslides, etc.), earthquakes, volcanic eruptions, sabotage, DDOS attacks, hacking, malware, ransomware, epidemics, power failures at the energy providers' facilities, war and acts of war, revolutions, rebellions, terrorism, riots and the measures taken to deal with them, as well as unforeseeable official restrictions.
- 4.7.2 If a party is unable to comply fully with its contractual obligations as a result of force majeure, it will be released from its obligations on a temporary basis, provided that it has taken any and all contractually agreed measures to counteract certain events.
- 4.7.3 If, in such a case, adherence to the contract is objectively impossible or no longer reasonable for the other party, it may terminate the affected services with immediate effect.
- 4.8 Title guarantee**
- 4.8.1 MTF warrants that its services do not infringe any intellectual property rights held by third parties in Switzerland (hereinafter "Intellectual Property Rights").
- 4.8.2 If a third party attempts to prevent the customer from using MTF's services in accordance with the contract, and within the specified conditions of use, based on allegedly superior Intellectual Property Rights, the customer must notify MTF, in writing, within five calendar days. Subject to timely notification and reasonable support from the customer, MTF will, at its own discretion and expense: a) modify its services (including software) so that they do not (no longer) infringe the Intellectual Property Rights of the third party while fulfilling all material contractual requirements; or b) provide the customer with a licence from the third party. If both options are impossible or disproportionate for MTF, it may effect extraordinary termination of the affected service components or contracts for good cause. If the option chosen by MTF is objectively unreasonable for the customer, it will have a corresponding right of termination. Any claims for damages by the customer are governed by Clause 4.6.
- 4.8.3 If the third party brings a legal action against the customer, the customer must transfer sole control over conduct of the proceedings to MTF and take all necessary actions to the extent permitted and possible under the applicable procedural rules. Under that condition, the costs of litigation (including reasonable legal fees) and the claims for damages by the entitled third party (including procedural and legal costs) that are attributable to such a claim and finally imposed on the customer in such proceedings or in a settlement approved by MTF, are deemed direct damages of the customer. In all other respects, Clause 4.6 of these GTCs applies.
- 4.9 Warranty exclusions**
- 4.9.1 The warranty for material defects and defects in title (in this section, "Warranty") is excluded in the case of defects for which MTF or its auxiliary agents are not responsible (e.g. interventions by other third parties or the customer, force majeure). Nor do contractual warranties extend to resources provided by the customer (including software licences from third-party manufacturers), even if these were procured by MTF on behalf of the customer.
- 4.9.2 MTF provides no Warranty that work which it creates or delivers (particularly customised software) or IT systems which it operates can be used without interruption and error-free in all combinations desired by the customer, with any data, hardware or software.
- 4.9.3 If MTF provides services in connection with the analysis or remediation of alleged or actual defects that are not covered by MTF's Warranty, the customer must pay for such services at the applicable hourly or daily rates based on actual time spent.
- 4.9.4 Insofar as terms and conditions, that are enclosed with or referenced in products delivered to the customer by third-party manufacturers, contain further exclusions of Warranty, these also apply as between the customer and MTF.
- 4.10 Proprietary and usage rights**
- 4.10.1 Ownership of any copies of the work results produced by MTF (such as concepts, graphics, software, training documents, etc.) is transferred to the customer upon full payment of the agreed remuneration. Unless otherwise agreed, all rights, and in particular copyrights, to the work results created in the course of contractual performance shall remain with MTF or, if they did not originate from MTF, will be transferred to MTF. MTF has the right to use ideas, methods, concepts and procedures relating to information processing, which it acquires while implementing the contract, either alone or in collaboration with the customer, when carrying out similar work for other customers. The customer has the right to use the work results for its own purposes for an unlimited period.
- 4.10.2 If, in the course of receiving the services, the customer is aware that it is using third-party products, the customer also acknowledges the manufacturer's terms and conditions associated with these products (in particular, licence conditions, security requirements, etc.).
- 4.11 Ordinary termination**
- The terms and conditions for ordinary termination depend on the respective service.
- 4.12 Extraordinary termination for good cause**
- 4.12.1 In the event that a party commits a serious breach of its contractual duties, which remains unrectified despite two written reminders by the other party, each granting a reasonable extension period of at least 30 days, the other party may terminate the service in writing at any time for good cause, with immediate effect. MTF reserves the right to block the customer's access for good cause and without written notice, with immediate effect.
- 4.12.2 Either party may also terminate the service in whole or in part with immediate effect if the other party becomes insolvent or if bankruptcy or administration proceedings are opened against it.
- 4.13 Consequences of terminating the contract**
- 4.13.1 Both parties must ensure the timely return of materials (such as keys, IT and telecommunications devices, means of identification and documents), and any spaces made available to them by the other party during contractual period.
- 4.13.2 As a general rule, it is the customer's responsibility to migrate its data before termination of the contract. After termination of the contract, unless otherwise stipulated by contract, MTF will delete the data, which the customer entrusted to it while using the services, provided there are no legitimate reasons preventing this, such as MTF's statutory archiving obligations or the need to secure evidence. Any assistance provided by MTF in connection with the migration is remunerated separately.
- 4.13.3 In the event of the termination of complex operating services, both parties must cooperate to ensure a proper handover of operations, irrespective of the reason for termination of the contract. In this case, where necessary and for separate remuneration, MTF will support the customer with the necessary termination procedures, including any migration preparations, within the scope of services covered by the contracts. For its part, the customer undertakes to inform MTF of its anticipated need for assistance in good time before the end of the contract in order to facilitate the corresponding resource planning by MTF. The parties will agree in good time on the services to be provided by MTF during the course of termination of the contract or thereafter.
- 4.14 Confidentiality, data protection and data security**
- 4.14.1 Both parties, as well as any auxiliary agents engaged by them, in Switzerland and abroad, for the purpose of contractual performance, collection, M&A audits, tax audits or similar customary business transactions, undertake to treat as confidential all information not in the public domain which they become aware of as part of the provision of their

services under the contracts or under the contractual relationship, or relating to the customers and business relationships of the other party.

- 4.14.2 The parties undertake not to make this information available to any third parties other than their auxiliary agents except insofar they are permitted to do so under the contracts or by express permission of the other party, or are required to do so by court order or under statutory duty.
- 4.14.3 The parties are aware that any data that becomes available or known to the other party during the execution of this contractual relationship may be protected by data protection law.
- 4.14.4 The parties undertake to implement the legally prescribed organisational and technical measures to safeguard data protection and to ensure that employees and any participating third parties who obtain access to such data are informed of the data protection obligations and are also legally bound by such obligations where necessary.
- 4.14.5 MTF is aware that it acts as data processor for the purpose of providing certain services to the customer. It will only use the data for the agreed purposes and process it only in the context of providing these services and/or in accordance with statutory requirements. MTF will take the measures required by law to ensure data security. The technical and organisational measures taken by MTF for its cloud services are set out in the relevant Annex, which may be amended from time to time. The latest applicable Annex can be downloaded from the cloud portal. MTF will notify the customer as quickly as possible of any data security breaches with an impact on the customer which are not rectified immediately.
- 4.14.6 MTF is obliged to provide the customer, upon request, with information documenting compliance with the agreed obligations. The parties agree that compliance with this obligation is generally evidenced by the fact that MTF is ISO 27001 certified.
- 4.14.7 MTF must return the customer's data to the customer, upon request, in accordance with Clause 4.13. If the customer's data held by MTF is jeopardized due to the debt collection, bankruptcy proceedings or other circumstances or measures of third parties, MTF must inform the customer, without undue delay, unless it is prohibited from doing so by court order or official directive. In this regard, MTF must inform all competent bodies, without undue delay, that the data is confidential, that the customer as the "data owner" or "controller" within the meaning of the data protection legislation has the exclusive right to make decisions in respect thereof and that it must not therefore be disclosed.
- 4.14.8 MTF processes personal data entrusted to it by the customer solely in order to fulfil the purpose of the contract and in accordance with the Agreement on the Outsourcing of Data Processing. The Agreement on the Outsourcing of Data Processing is available at mtf.ch/legal.

4.15 Compliance with other laws and regulatory provisions

- 4.15.1 The parties must comply with the laws and regulatory provisions applicable to them. MTF thus complies in particular with laws and regulatory provisions that are generally applicable to MTF as a provider of products and services in the area of information technology. The customer is responsible for assessing and specifying the requirements under those laws and regulatory provisions that apply to its business activities. Unless otherwise expressly agreed in the contract, MTF assumes no responsibility for ensuring that its products and services comply with the laws and regulatory provisions applicable to the customer or its industry.
- 4.15.2 In relation to the goods which it procures from MTF (products, software and technology), the customer must comply with all applicable export/import control regulations (export, import or transit of goods), in particular those of the USA, including sanctions and embargoes.
- 4.15.3 The customer must indemnify MTF in the event of legal claims by third parties or authorities relating to data, content or to resources provided by the customer (in particular software licences), or relating to the unlawful use of the services, and must arrange for an appropriate defence against such claims and cover the costs of such defence.
- 4.15.4 In the event of the identification or reasonable suspicion of security threats, unlawful or improper use, or disruptions due to the use of operating resources, MTF reserves the right to take measures to prevent or reduce impending damage. MTF will inform the customer promptly and, if possible, in advance. The measures include in particular: a)

requesting the customer to immediately and permanently cease or effectively prevent any unlawful or improper use and to remove any resources that cause disruption; as well as extraordinary termination for good cause; b) the immediate and temporary suspension of any affected contractual services (e.g. temporary blocking of access accounts). The adoption of such measures does not constitute a breach of contract on the part of MTF unless MTF itself is responsible for the cause of the disruption/threat.

4.16 Amendments

- 4.16.1 As these GTCs are applicable to many customers at the same time, they may be amended by MTF at any time. The latest valid version will be posted on the MTF website at www.mtf.ch. In the case of running contracts, MTF will inform the customer in advance of any amendment to the GTCs. Retrospective amendments are excluded.
- 4.16.2 The amended GTCs enter into force 3 months after publication on the website. Contracts concluded with the customer after the publication date are concluded exclusively on the basis of the amended General Terms and Conditions.
- 4.16.3 In the case of a running contract, the customer has the right, within three months of receiving notification of the amended GTCs, to terminate the contract by way of two months' written notice to the end of the relevant month.

4.17 Severability clause

If any of the foregoing provisions are or become invalid or void, this has no effect on the validity of the remaining provisions. The invalid or void provision must be replaced by the statutory provision, unless the parties agree in a legally valid manner on an alternative. The same applies to an omission.

4.18 Transferability

MTF may transfer all or some of the rights and obligations arising under this contract to third parties at any time.

4.19 Place of performance

Unless otherwise specified in the respective order/contract, the place of performance for MTF's services is the registered office of MTF, currently Bern.

4.20 Applicable law

These GTCs and all related claims are governed by Swiss law, to the exclusion of (i) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG), and (ii) the provisions on conflict of laws.

4.21 Jurisdiction

The place of jurisdiction for all disputes is Bern. MTF is, however, free to take legal action against the customer at the latter's place of residence or registered office or before any other competent court.

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