

## **General Terms and Conditions ("GTC")**

### **IMPUNIX**

#### **1 Scope of application**

These General Terms and Conditions ("GTC") apply to the business division of Impunix AG (hereinafter "IMPUNIX"), Lagerhausstrasse 18, 8400 Winterthur, and its branches. IMPUNIX owns and operates the service and provides paid services in the field of law and compliance, including software-based services and the sale of related products and services - exclusively to companies or entrepreneurs, i.e. natural or legal persons of legal age or a partnership with legal capacity, who are acting in the exercise of their independent professional or commercial activity when concluding the contract. IMPUNIX also offers consulting services and organizes workshops and events.

These GTC apply to the above-mentioned areas as well as to the other services that IMPUNIX provides directly and indirectly to the customer.

#### **2 Conclusion of contract**

The contract is concluded by accepting the offer of IMPUNIX regarding the purchase of services and products. Depending on the product, the customer's consent can be given e.g. by telephone or e-mail, by signing the offer or contract, also online or by implied behavior. The start date, product term and notice periods may be regulated differently in the contract for each product.

Unless otherwise contractually agreed, the contract term begins with the customer's onboarding in the system. Follow-up services and options have the same term as the main contract, unless otherwise agreed. Upon expiry of the original product term, the standard product term shall be one year, which shall be automatically extended by a further year unless the product is terminated or adjusted by either the customer or IMPUNIX with a notice period of 30 days before expiry of the product term. A withdrawal of the customer from the contract based on Art. 377 OR is excluded.

IMPUNIX may terminate a product or a contract for good cause without notice, e.g. in the event of late payment of the remuneration or other breaches of contract by the customer.

The discontinuation and adjustment of products is not planned, but will take place with sufficient advance notice for the customer and corresponding compensation for payments already made.

#### **3 Prices**

Prices quoted are in Swiss francs (CHF) plus applicable value added tax (VAT) and excluding any other taxes.

IMPUNIX reserves the right to change the prices. The prices of the offer valid at the time of conclusion of the contract or according to the separate price list of IMPUNIX shall apply.

The remuneration for all contractual services shall be agreed on a case-by-case basis; unless otherwise agreed, an hourly rate of CHF 210 (excluding VAT) shall be deemed agreed. For services provided in the interests of the client,

outside office hours, in particular due to time urgency or due to the desired time window, is to be paid in addition to this

A surcharge of CHF 100 (excl. VAT) per working hour is owed in addition to the hourly rate.

#### **4 Payment**

The amount must be paid as stated on the offer before services and products are purchased. If the invoice is not paid within the specified payment period, the customer may be sent a reminder. If the customer does not settle the invoice within the set reminder period, he shall be in default. From the time of default, the customer shall owe default interest in the amount of 5%.

The reference date for invoicing in the following year corresponds to that of the original contract. Unless otherwise agreed, the reference date for the annual recurring payment is January 31.

The invoiced amount may not be offset against any claims of the customer against IMPUNIX.

IMPUNIX shall be entitled to refuse the provision of services or the delivery of the product in the event of default of payment.

#### **5 Duties of IMPUNIX**

##### **5.1 Provision of services**

Unless otherwise agreed, IMPUNIX shall fulfill its obligation by providing the agreed service. The majority of IMPUNIX's services are provided online. For all other services, the place of performance shall be the place of the respective branch office, unless otherwise agreed.

##### **5.2 Auxiliary persons**

IMPUNIX has the right to call in auxiliary persons to carry out its contractual duties. It shall ensure that the auxiliary person is engaged in compliance with all mandatory statutory provisions and any collective labor agreements.

##### **5.3 Response time**

IMPUNIX endeavors to deal with requests for services as quickly as possible. Unless expressly agreed, IMPUNIX is not obliged to comply with a specific response time. In particular, such an obligation cannot be derived from the completion of previous services.

#### **5.4 Updates and maintenance**

Whenever possible, we carry out maintenance work on products and platforms outside business hours and inform customers in advance.

### **6 Obligations of the customer**

#### **6.1 General information**

The customer himself is responsible for the secure storage of his access data and passwords for the online platform, as well as for the content of the data and information entered.

The customer is obliged to make all arrangements necessary for the provision of the service by IMPUNIX without delay. The customer shall make the arrangements at the agreed place at the agreed time and to the agreed extent. Depending on the circumstances, this includes the provision of suitable information and documents to IMPUNIX, also proactively, if something changes with regard to service providers, employees, data security, etc.

By accepting these GTC, the customer also confirms that they have unlimited capacity to act on behalf of the company. By registering, the customer expressly declares that all information provided is true, up-to-date and in compliance with the rights of third parties.

#### **6.2 Power of attorney**

The customer creates a power of attorney for IMPUNIX, which authorizes IMPUNIX to request and check order processing from suppliers on its behalf, to initiate the necessary steps in the event of requests for information and data protection violations, etc. in order to take over the function of data protection consultant for the customer, in consultation.

#### **6.3 Duty to cooperate**

The customer is obliged to cooperate comprehensively and promptly. The customer shall provide IMPUNIX with all documents and information required in connection with the provision of the service without being requested to do so, in full and with the correct content. In particular, documents of the importers relating to the service must be provided in full. IMPUNIX assumes that the information and documents supplied are correct and complete. IMPUNIX shall only be responsible for checking the accuracy and correctness of the customer's information, documents and figures if this has been agreed in writing in advance.

#### **6.4 Protection from fines under Swiss data protection law**

In order for the customer to receive protection from fines under Swiss data protection law and to meet the requirements of the brands and importers, the customer will work with IMPUNIX and the IMPUNIX regulations to implement the requirements in accordance with the certification plan and fulfill the above obligations of cooperation and active transparency. With good coordination, availability and cooperation, this goal can be achieved within 10 to 16 weeks. Measures that are still outstanding do not usually stand in the way of protection against fines under Swiss law, provided that active work is done to implement the measures.

## **6.5 Certification and certificate**

The customer achieves successful certification by fulfilling the minimum criteria in accordance with the current IMPUNIX certification guidelines. The certification guideline may change due to new requirements, changes in the law or similar, about which we inform our customers in each case.

## **6.6 Further duties**

The customer is responsible for the secure storage of his access data and passwords, as well as for the content of the data and information collected.

IMPUNIX shall be entitled to monitor and evaluate the customer's behavior in connection with the use of the Personal Privacy Platform. In particular, IMPUNIX is entitled to check the legality of content entered by the customer on the online platform.

## **7 Termination and end of contract**

The customer enters into the contract for at least one year in each case. Termination does not release the customer from paying the remuneration owed until the end of the contract. Discounts already granted by IMPUNIX with regard to a multi-year performance obligation shall be refunded. The exact amount shall be communicated to the customer upon withdrawal.

After termination, the customer is no longer authorized to actively use or advertise the data protection certificate, as IMPUNIX cannot check compliance with data protection and the requirements.

After the end of the contract, the customer can no longer access the product and the content it contains. The customer is responsible for exporting the content (insofar as he is entitled to it) in good time before the end of the contract. The content will then be archived.

A termination by the customer is only valid if it is sent by post or e-mail and confirmed by IMPUNIX.

The discontinuation or sale of its business operations by the customer does not entitle the customer to terminate products prematurely. In such cases, the customer shall owe the remuneration agreed up to the end of the contract, which shall be invoiced to the customer immediately by means of a final invoice.

## **8 Warranty**

IMPUNIX endeavors to ensure very good availability of the services and takes appropriate precautions to protect itself against intrusion and attacks by third parties.

However, it cannot guarantee that the services offered by will function without interruption or disruption.

IMPUNIX makes every effort to ensure the accuracy, completeness, reliability and quality of the information and documents published or transmitted, but errors cannot be avoided in every case. Should such errors be identified, they will be corrected quickly.

If the customer fulfills the obligations to cooperate, intentional liability for violations of the Data Protection Act and fines is also excluded. This requires rapid and active adaptation of the service with the cooperation of the customer in the event of official requests, amendments to laws and court decisions. Any liability for intentional acts by the customer, its suppliers or its employees is excluded.

Furthermore, IMPUNIX cannot provide any warranty for harmful software, spyware, hackers or phishing attacks etc. that impair the use of the service, damage the infrastructure (e.g. end devices, PC) of the customer or harm the customer in any other way. IMPUNIX cannot provide any guarantee for the factual and content-related correctness, completeness and reliability or quality of the information and processes provided, published or transmitted, or for the work results of the services. IMPUNIX must be notified immediately of any problems or defects.

## **9 Liability**

Liability for any indirect damage and consequential damage is excluded in full. Liability for direct damages is limited to the amount of the service or product purchased by the customer. This limitation of liability does not apply to direct damages caused by gross negligence or intent.

The customer is obliged to report any damage to IMPUNIX immediately. Any liability for auxiliary persons is excluded in full.

## **10 Intellectual property rights**

IMPUNIX is entitled to all rights to the products, services and any trademarks or is authorized to use them by the owner.

Neither these GTC nor any associated individual agreements contain the transfer of intellectual property rights, unless this is explicitly mentioned.

In addition, any further use, publication and making available of information, images, texts or other data which the customer receives in connection with these provisions is prohibited, unless explicitly authorized or ordered by IMPUNIX. Furthermore, the customer is entitled to continue to use the documents created for his own purposes after the first year.

If, in connection with this service, the customer uses content, texts or visual material to which third parties have a property right, the customer must ensure that no property rights of third parties are infringed.

The customer should carefully check immediately after delivery whether the product meets his requirements.

The product shall be deemed to have been approved by the customer unless a complaint is made in writing or by e-mail within 7 days of delivery.

If the product does not fulfill the contractually agreed properties or if the customer's instructions have not been complied with, IMPUNIX shall carry out a rectification free of charge, provided that the product has not yet been approved. If such a rectification is possible, the customer shall neither be entitled to a reduction of the agreed price nor to reimbursement of the costs for any substitute performance by a third party.

## **11 Data protection & e-mail traffic**

IMPUNIX may process and use the data collected during the conclusion of the contract to fulfill the obligations arising from the contract. IMPUNIX shall take the measures necessary to secure the data in accordance with the statutory provisions. The customer declares his full consent to the storage and contractual utilization of his data by IMPUNIX and is aware that IMPUNIX is obliged and entitled to disclose information from the customer to these or third parties by order of courts or authorities.

IMPUNIX will only use the data internally for marketing purposes and will also pass on the data necessary for service fulfillment to commissioned service partners (e.g. HR, FIBU, CRM), but not to other third parties.

The transmission of unencrypted data by e-mail is neither secure nor suitable for exchanging confidential information and personal data. If you disclose confidential information by e-mail without security precautions, you should also be aware that unauthorized third parties may be able to access and view it. You should also be aware that unauthorized third parties may falsify the information you send without your consent and use it for their own purposes. The information transmitted by e-mail could also be sent abroad. This may be the case even if the sender and recipient are located in Switzerland. For this reason, you must also expect that the information transmitted by e-mail could also be transferred to a country with a lower level of data protection than in Switzerland. However, if you nevertheless contact us via unencrypted e-mail and send us inquiries, we will assume that you wish to communicate with us in this way. In this case, you also agree that we may also reply to you by unencrypted e-mail and transmit the information requested by you.

## **12 Retrocession**

The partner programs of IMPUNIX may provide that so-called kickbacks are paid to the partners for services in connection with their advertising, media presence, information, expert opinions, etc. for the referral of customers. The customer of IMPUNIX waives the surrender of this commission.

### **13 Changes**

These General Terms and Conditions may be amended by IMPUNIX at any time. The new version shall enter into force by notification to the customer and publication on the IMPUNIX website.

The version of the GTC in force at the time the contract is concluded shall apply to customers. Unless the customer has agreed to a newer version of the GTC.

### **14 Priority**

These GTC take precedence over all older provisions and contracts. Only provisions from individual contracts that specify the provisions of these GTC shall take precedence over these GTC.

### **15 Severability clause**

Should a provision of this contract or a supplement to this contract be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any loopholes in the contract.

### **16 Confidentiality**

Both parties and their auxiliary persons undertake to treat all information provided or acquired in connection with the services as confidential. This obligation shall remain in force even after termination of the contract.

### **17 Force majeure**

If the timely fulfillment by IMPUNIX, its suppliers or third parties involved is made impossible due to force majeure, IMPUNIX shall be released from the fulfillment of the affected obligations for the duration of the force majeure and a subsequent reasonable start-up period after its end. If the force majeure lasts longer than 60 days, IMPUNIX may withdraw from the contract. IMPUNIX shall reimburse the customer proportionately for any remuneration already paid less any services performed and utilizable.

Any further claims, in particular claims for damages as a result of vis major, are excluded.

### **18 Applicable law / place of jurisdiction**

These GTC are subject to Swiss law. Insofar as no mandatory statutory provisions take precedence, the court at the registered office of IMPUNIX shall have jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) is explicitly excluded.

IMPUNIX AG, February 2023