



## GENERAL TERMS AND CONDITIONS

### ONIVA LTD.

#### 1. Object

These General Terms and Conditions (GTC) govern the general aspects of the business relationship for the purchase or provision of services from Oniva Ltd ("Oniva Ltd") to its business customers ("Customer").

#### 2. Contracts

##### 2.1 Contract structure

These GTC are an integral part of the contracts between Oniva Ltd. and the Customer and define the legal basis of the business relationship.

Individual contracts essentially regulate the services to be provided by Oniva Ltd. and the remuneration owed by the Customer as well as product-specific features.

Insofar as these GTC refer to contracts, the entire contract between Oniva Ltd. and the Customer is meant.

The exclusion of these GTC or the inclusion of other contractual conditions to which the Customer refers in declarations, namely orders, offers or invitations to offers, shall only apply if Oniva Ltd. has explicitly accepted this in text form for the services concerned. The provision of the service by Oniva Ltd. does not constitute such (tacit) acceptance.

##### 2.2 Conclusion of individual contracts

Individual contracts can be concluded in writing or in another form (e.g. via online orders). If no written contract is concluded, the contract is concluded with the order confirmation in text form from Oniva Ltd. or with the provision of the service by Oniva Ltd.. The order confirmation is deemed to be a binding part of the contract if the Customer does not object within five days of delivery and states that something else has been agreed. Oniva Ltd. is not obliged to accept orders from the Customer or reserves the right to cancel orders (especially in the case of a negative credit check).

##### 2.3 Contract amendments

Amendments to the contract may be proposed by either party at any time. In principle, the same procedure applies for the conclusion of contract amendments as for the conclusion of individual contracts (Section 2.2).

Objectively significant process or functionality adjustments as well as changes to contractual or commercial conditions (including discontinuation of products) at the expense of the Customer can be made by Oniva Ltd. with a notice period of at least 6 months. Changes at shorter notice are permitted if changed unforeseeable circumstances make this necessary (e.g. due to court judgements, sanctions, etc.). In the case of

customised solutions, such adjustments also require a legitimate interest on the part of Oniva Ltd. (e.g. new standards or regulatory requirements, new technologies, higher third-party costs, supplier changes, changes to licensing models, price increases, phase-out of products, etc.). The Customer may cancel the affected services within 30 days from the date of notification of the adjustment to the date of the change. The Customer shall have no further claims.

Oniva Ltd. is authorised to adapt other processes and functionalities to changed operational or business circumstances at any time.

##### 2.4 Entry into force, term and cancellation

The entry into force, term and ordinary cancellation options of the contracts are specified in the individual contracts. If individual contracts are not limited in time, they are deemed to have been concluded for an indefinite period with regard to the continuing obligation contained therein and, unless otherwise agreed, can be terminated at the end of each calendar year subject to a notice period of six months. If a minimum contract term has been agreed, cancellation is possible at the earliest at the end of this term.

The right to terminate the contract without notice for good cause remains reserved at all times. Important reasons include in particular

- a) the occurrence of events or circumstances which make the continuation of the agreed co-operation under the respective contracts unreasonable for the terminating party, in particular the persistent serious breach of material contractual obligations by the other party;
- b) the official publication of the declaration of bankruptcy or debt-restructuring moratorium on the other party;
- c) the incomplete provision of an advance payment or other contractually owed securities (cf. in particular clause 5).

If a breach of contract can be remedied by Oniva Ltd., the Customer must warn Oniva Ltd. in writing and grant it a period of 60 calendar days to remedy the breach before giving notice of cancellation.

#### 3. Services provided by Oniva Ltd.

Oniva Ltd. provides its services in accordance with the provisions of these GTC and the contracts. Oniva Ltd. provides its services professionally and carefully.

Unless otherwise agreed, Oniva Ltd. shall be responsible for the planning, procurement, operation, maintenance,



monitoring, renewal or upgrading and other use of the equipment necessary for the provision of Oniva Ltd.'s services. This also applies to the hardware and software used, with the exception of the equipment to be provided by the Customer in accordance with the contractual agreements.

When goods are shipped outside Switzerland, delivery is made under DAP (Incoterms® 2020).

Oniva Ltd. may engage auxiliary persons (in particular subcontractors) in Switzerland and abroad. It is responsible for the behaviour of its auxiliary persons as for its own behaviour, unless a limited responsibility is indicated in the individual contract or the Customer has requested the involvement of a specific auxiliary person.

#### **4. Obligations of the Customer to co-operate**

The Customer shall support Oniva Ltd. and its auxiliary persons in the provision of its services in a reasonable and timely manner, carry out the necessary preparatory and provision actions and grant the necessary access to its premises as well as access to its systems and resources.

For equipment installed on the Customer's premises, the Customer shall provide the necessary premises, including electricity, building cabling, etc., in accordance with the manufacturer's specifications. They are protected by the Customer against unauthorised access and manipulation.

The Customer is obliged to use only current software etc. supported by the respective manufacturer for the equipment to be provided. The Customer shall conclude suitable maintenance and support contracts for the entire duration of Oniva Ltd.'s service provision.

The Customer is responsible for the protection of the components and security elements provided to him by Oniva Ltd. for use (namely passwords, tokens, system access information, encryption and security devices, authentication methods, etc.) and shall inform Oniva Ltd. immediately if this cannot be guaranteed (e.g. due to disclosure of security elements or unauthorised manipulation).

The Customer is obliged to inform Oniva Ltd. of his currently valid postal and e-mail address for contractual correspondence and invoicing. Oniva Ltd. may send the Customer information relevant to the contract (e.g. invoices, reminders, product or GTC changes, operational information such as maintenance work, etc.) by post or to the last e-mail address provided by the Customer or via other electronic communication channels in a legally valid manner.

In addition, the specific duties to co-operate listed in the other parts of the contract shall apply.

If the Customer does not fulfil his obligations to cooperate or does not do so properly, Oniva Ltd. is no longer obliged to fulfil them, but shall endeavour to

provide its services nevertheless. The Customer shall reimburse Oniva Ltd. for the resulting additional expenses. The contractually agreed hourly or daily rates shall apply, or in the absence of such an agreement, hourly or daily rates customary in the market (both hereinafter referred to as "applicable hourly or daily rates"). If Oniva Ltd. is jointly responsible, the additional expenses shall be borne proportionally by both parties.

#### **5. Remuneration and invoicing**

The Customer must pay the fees stipulated in the contracts for the services provided by Oniva Ltd..

Unless otherwise stated by Oniva Ltd., all prices are exclusive of taxes, duties and fees. If taxes, duties or fees are included in the prices, Oniva Ltd. may adjust the prices accordingly at the time of a change in these taxes, duties or fees, without the Customer being entitled to a special right of cancellation.

Any taxes, duties and/or fees, including but not limited to withholding and/or deduction taxes, imposed by or on behalf of foreign governmental authorities on transactions under the Agreements shall be borne by the Customer, unless the Customer provides evidence of a corresponding exemption. If the Customer is required to withhold or deduct any such tax or duty from payments under this contract, the Customer shall increase the payment by such additional amount so that Oniva Ltd. receives the amount after such withholding or deduction that would have been paid without such withholding or deduction. If additional taxes, duties or fees are incurred during the provision of services abroad (e.g. due to the deployment of employees or other auxiliary persons of Oniva Ltd. at Customer locations outside Switzerland), these are also to be paid by the Customer. Oniva Ltd. shall inform the Customer in advance and endeavour to avoid/minimise such costs. The Customer shall inform Oniva Ltd. in advance of any relevant tax law changes in relation to its foreign locations that are covered by the scope of services. Oniva Ltd. is authorised to adjust prices and services accordingly.

Oniva Ltd. asserts due claims by means of an invoice. Invoices must be paid within 30 calendar days of the invoice date.

Invoices shall be deemed to have been approved by the Customer if he has not objected to them in writing and objectively justified within 90 days of the invoice date. Incorrect invoice items do not entitle the Customer to withhold payment of correct invoice items.

The Customer shall be in default after expiry of the payment deadline. The statutory default interest shall apply. If the Customer is in arrears with a payment, Oniva Ltd. may make the provision of further services dependent on the full payment of outstanding invoices and, at its discretion, also on advance payments or other securities.

Services requested by the Customer, the prices of which have not been specifically agreed, shall be remunerated



at the applicable hourly or daily rates on the basis of actual expenditure.

Oniva Ltd. is entitled to charge the Customer reminder fees (in addition to the default interest), fees for paper invoices and cash payments (in particular at the post office counter). Oniva Ltd. may also call in third parties for debt collection or assign claims to them at any time. The Customer must pay minimum fees directly to the third party involved and also reimburse them for their individual expenses and outlays necessary for collection.

## **6. Acceptance and approval**

The Customer is obliged to accept all services from Oniva Ltd. immediately after their provision (acceptance).

After acceptance, an acceptance test is usually carried out by the Customer for one-off services under a contract for work and labour. An acceptance report is drawn up on the acceptance test and its result. Oniva Ltd. is entitled to a written declaration of acceptance. If no acceptance test has been agreed or if the Customer waives such a test, any defects must be reported by the Customer in writing within 20 calendar days of delivery.

Oniva Ltd. may demand the acceptance of partial services if this is reasonable for the Customer. In this case, any defects can only be asserted at a subsequent final acceptance if they were not recognised and could not be recognised at an earlier (partial) acceptance.

If the acceptance test reveals at least one significant defect, acceptance shall be postponed. Oniva Ltd. shall rectify the significant defects identified within a reasonable period of time and make the delivery item concerned available again for acceptance by the Customer.

If a further acceptance test reveals at least one significant defect, the Customer is entitled to withdraw from the affected part of the service or, if unreasonable, from the affected individual contracts. Recurring services already provided by Oniva Ltd. during the term of the contract are not affected by the cancellation and must be paid for by the Customer.

Non-significant defects do not entitle the Customer to refuse acceptance, but these defects must be remedied by Oniva Ltd. within a reasonable period of time. If this is not successful, the Customer is entitled to a corresponding price reduction.

The services shall automatically be deemed to have been accepted if the Customer does not declare in writing within 20 calendar days of the provision of the service that it refuses acceptance, specifically stating any significant defects. Services shall also be deemed to have been accepted without further ado as soon as the Customer uses the delivered items operationally or commercially or has them used.

## **7. Delay of Oniva Ltd.**

Unless otherwise agreed in writing, Oniva Ltd. shall be in default after the expiry of a reasonable grace period set by the Customer in a written reminder. Deadlines are deemed to have been met with the provision of the service by Oniva Ltd..

If Oniva Ltd. is in default, the Customer must set a reasonable deadline in writing for subsequent fulfilment.

If Oniva Ltd. does not fulfil its performance obligation by the end of this period, the Customer is entitled to withdraw from the affected part of the service or, if unreasonable, from the affected individual contracts. Recurring services already rendered by Oniva Ltd. during the contract period are not affected by the cancellation and are to be paid for by the Customer.

Non-compliance with service levels with time specifications is not covered by the provisions on default. The other contractual provisions shall apply (in particular warranty).

Cancellation is excluded for continuing obligations. Cancellation for good cause remains reserved.

## **8. Warranty**

Oniva Ltd. guarantees that its services comply with the specifications and warranties agreed in the contracts as well as the properties objectively required for the agreed use. The deadlines and warranty rights defined below shall be deemed conclusive, subject to mandatory statutory provisions.

### **8.1 Warranty for purchase contracts**

Oniva Ltd. provides the Customer with a warranty in accordance with the conditions enclosed with the products. In the absence of such enclosures, a warranty period of twelve months for hardware and three months for software/licences shall apply from delivery.

### **8.2 Warranty for one-off services under a contract for work and labour**

The warranty period is six months from the date of acceptance.

If the work is operated, maintained or serviced by Oniva Ltd. after successful acceptance, defects shall be remedied exclusively in accordance with the regulations and processes of the corresponding contract for operating, maintenance or servicing services.

### **8.3 Defect rights for purchase contracts and one-off services under contracts for work and labour**

If there is a defect covered by the warranty, the Customer may initially only demand rectification of the defect free of charge. If the defect cannot be remedied within a reasonable period of time depending on the cause of the defect, the Customer shall set a reasonable grace period to remedy the defect free of charge. Oniva Ltd. may, at its discretion, supply a replacement instead of rectifying



the defect. If the rectification fails again, the Customer can either:

- a) demand an appropriate price reduction, or
- b) in the event of a significant defect, to withdraw from the affected part of the service or, if unreasonable, from the affected individual contracts. If contracts with recurring services are indirectly affected by the cancellation (e.g. operation or maintenance of the product), these can be terminated extraordinarily if there is a material connection and it is unreasonable to expect this.

Remuneration is then owed pro rata temporis.

#### **8.4 Warranty and warranty rights for operating, maintenance and care services**

Oniva Ltd. guarantees to comply with the service levels agreed in the contracts.

Services for which no other service level has been agreed shall be provided on a "best effort" basis. "Best effort" means that Oniva Ltd. endeavours in an appropriate and economically reasonable manner with the resources available to it to provide the service or rectify the fault, without, however, guaranteeing compliance with a quality that goes beyond this or compliance with certain times.

If Oniva Ltd. violates the same guaranteed service levels more than twice in a serious manner within six months, this is considered an important reason for cancellation for the Customer.

#### **8.5 Legal warranty**

Oniva Ltd. warrants that its services do not infringe any intellectual property rights of third parties in Switzerland (hereinafter "intellectual property rights").

If a third party attempts to prevent the Customer from using the services of Oniva Ltd. in accordance with the contract within the specified conditions of use on the basis of allegedly better property rights, the Customer shall notify Oniva Ltd. of this in writing within five calendar days. Subject to timely notification and reasonable support by the Customer, Oniva Ltd. shall at its own discretion and at its own expense:

- a) modify its services (including software) in such a way that they do not (or no longer) infringe the third party's property rights while fulfilling all essential contractual requirements or
- b) procure a licence from the third party for the Customer.

If both options are not possible or disproportionate for Oniva Ltd., it may terminate the affected service parts or contracts extraordinarily. The Customer has a corresponding right of cancellation if the variant chosen by Oniva Ltd. is objectively unreasonable for him. In both cases, the Customer is entitled to compensation within

the scope of the limitation of liability in accordance with clause 10.

In the event of legal action by the third party against the Customer, the Customer shall give Oniva Ltd. sole control over the conduct of the proceedings and shall take all necessary actions, insofar as this is permissible and possible under the applicable procedural rules. Under this condition, the costs of litigation (including reasonable attorney's fees) and the claims for damages of the authorised third party (including procedural and party compensation costs) that are attributable to such a claim and that are finally imposed on the Customer in such proceedings or in a settlement approved by Oniva Ltd. shall be deemed direct damages of the Customer. In all other respects, Section 10 of these GTC shall apply.

#### **8.6 Warranty exclusions**

The warranty is excluded in the case of defects whose causes are not the responsibility of Oniva Ltd. or auxiliary persons engaged by it (e.g. interventions by other third parties or the Customer, force majeure). The contractual warranties also do not extend to equipment provided by the Customer (including software licences from a third-party manufacturer), even if these were procured by Oniva Ltd. on behalf of the Customer.

Oniva Ltd. does not guarantee that works created or delivered by it (in particular customised software) or IT systems operated by it can be used without interruption or errors in all combinations desired by the Customer, with any data, hardware or software.

If the Customer or auxiliary persons called in by the Customer have authorisations that enable them to intervene in the operational responsibility of Oniva Ltd. (in particular admin/root rights), the service levels affected by the possibility of intervention are suspended. Oniva Ltd. reserves the right to define technical and organisational framework conditions for such authorisations.

If Oniva Ltd. provides services in connection with the analysis or rectification of alleged defects or actual defects that are not covered by Oniva Ltd.'s warranty, the Customer shall compensate Oniva Ltd. for these services at the applicable hourly or daily rates.

### **9. rights of ownership, protection and use**

#### **9.1 Ownership of property**

Unless expressly agreed otherwise in writing, the contracts do not provide for any transfer of ownership.

#### **9.2 Property rights and rights of use**

Oniva Ltd. grants the Customer the non-transferable, non-exclusive right to use the services of Oniva Ltd. agreed in the contracts. The content and scope of this right are set out in the contracts. In the case of services that are only to be provided for a certain period of time according to the contract, this right is limited to the duration of the corresponding contract.



If the Customer uses recognisable third-party products in the context of the service purchase, the Customer also acknowledges the manufacturer's terms and conditions associated with these products (in particular licence conditions, security requirements, etc.).

All rights to existing intellectual property (copyrights, patent rights, trademark rights, etc.) or intellectual property arising during the fulfilment of the contract with regard to services of Oniva Ltd. shall remain with Oniva Ltd. or the authorised third party. Both are not restricted in the further utilisation and other use of this intellectual property and are under no obligation to the Customer. Insofar as the parties have jointly created intellectual property, they grant each other the permanent authorisation to use and exploit these rights independently of each other without restriction and in compliance with the confidentiality obligation. In the case of software, the Customer has no claim to the source code and may not use or procure it unless otherwise agreed in writing.

Each party recognises the existence of the intellectual property of the other party and of any third parties and shall not take any action that may impair its value. It shall prevent unauthorised use within the scope of its possibilities.

## **10. Liability**

In the event of breaches of contract, Oniva Ltd. shall be liable for the proven damage, unless it proves that it is not at fault. In particular, Oniva Ltd. is not at fault in the case of

- a) self-culpability by the Customer or his auxiliary persons;
- b) fault of third parties who are not auxiliary persons of Oniva Ltd.

as well as in the event of force majeure – in each case provided that Oniva Ltd. has taken the contractually agreed measures against certain events.

Oniva Ltd. is liable without limitation for damage caused intentionally or by gross negligence and for personal injury. In all other cases, Oniva Ltd. shall be liable for property damage and financial loss up to a total of 100% of the bindingly agreed annual remuneration of the relevant individual contract per contractual year, but not exceeding CHF 50,000 per loss event. In no case shall Oniva Ltd. be liable for indirect damages and consequential damages, in particular loss of profit or loss of data or reputation as well as third-party claims.

In the case of staff leasing, Oniva Ltd. is solely liable for the careful selection of the leased employees.

If contractual penalties are owed by Oniva Ltd. for breaches of contract, the Customer shall not be entitled to any further claims in this respect, including compensation for damages or a refund or reduction.

Further liability provisions to the detriment of Oniva Ltd. shall only apply – even in documents that take precedence over these GTC – if they expressly refer to this provision.

The above provisions apply to contractual and non-contractual claims.

## **11. Force majeure**

Within the scope of the contracts, the parties understand force majeure to mean in particular, but not exclusively: natural events of particular intensity (avalanches, floods, landslides, etc.), earthquakes, volcanic eruptions, sabotage, DDOS attacks, hacking, malware, ransomware, epidemics, power failures at energy suppliers, war as well as warlike events, revolutions, rebellions, terrorism, uprisings and the measures taken against them, unforeseeable official restrictions.

If a party is unable to fulfil its contractual obligations in full due to force majeure, it shall be temporarily released from its obligations in this respect – provided that it has taken any contractually agreed measures against certain events.

If it is objectively not or no longer reasonable for the other party to adhere to the contract in such a case, it may terminate the affected services with immediate effect.

## **12. Data protection and confidentiality**

### **12.1 Data protection**

Each party processes personal data about employees and other auxiliary persons of the other party as part of the contractual relationship. This includes, for example, name, postal/email/IP address, telephone number, profession/function, means of identification, copies of ID cards, etc. For the purposes of processing the contract and maintaining the contractual relationship (e.g. communication, access/access control, fault reports, orders, invoicing, satisfaction analyses, information about new products, invitations to events, etc.), the parties process this personal data under joint responsibility on their own systems and using appropriate technical and organisational measures to protect the data.

Oniva Ltd. also processes data from employees and other auxiliary persons of the Customer about the use of the services provided by Oniva Ltd. for the purpose of quality assurance, product development and customised offers. Oniva Ltd. shall inform the Customer in advance of any other purposes of data processing via its communication channels. In accordance with data protection regulations, the Customer has the option to consent to or reject certain types of data processing.

Each party shall comply with the Data Protection Act when processing the personal data of employees and other auxiliary persons of the other party (in particular





when using contract data processors and transferring data abroad). Each party shall inform its employees and other auxiliary persons about the processing by the other party, shall be the first point of contact for their rights as data subjects and shall fulfil its reporting and notification obligations towards the supervisory authority and the persons affected by a breach. The parties shall inform each other in this regard and coordinate with each other. Internally, the parties are only liable for damages caused by their own actions or omissions.

In addition, Oniva Ltd. processes personal data only on behalf of the Customer, depending on the service (e.g. in cloud offerings). Oniva Ltd. processes such personal data entrusted to Oniva Ltd. by the Customer exclusively to fulfil the purpose of the contract and in accordance with the agreement on order data processing ("ADV") concluded with the Customer. The version of the DPA currently available at <https://www.oniva.events> shall be deemed concluded under the conditions set out therein. Specific data processing requirements agreed in the individual contracts (e.g. geographical restrictions, personal security checks, disclosure to third parties) apply exclusively in the area of commissioned data processing.

## 12.2 Secrecy

For confidential information entrusted to Oniva Ltd. by the Customer in the course of using the services (namely content data of Customer applications that are stored at Oniva Ltd. on behalf of the Customer), Section 12.1 para. 4 including the provision in the order data processing agreement shall apply mutatis mutandis, even if it does not concern personal data.

Oniva Ltd. and any auxiliary persons engaged by it shall not be deemed to be auxiliary persons of the Customer in the sense of criminal law with regard to special statutory confidentiality obligations applicable to the Customer and shall only be responsible for compliance with such provisions if this has been explicitly agreed.

Both parties, as well as the auxiliary persons engaged by them in Switzerland and abroad for the purpose of contract fulfilment, debt collection, M&A audits, tax audits or similar customary business transactions, undertake to treat as confidential all information which is not generally known and which they learn in connection with the provision of their services under the contracts or with the contractual relationship or about the Customers and business relationships of the other party.

You undertake to make this information available to third parties other than your auxiliary persons only to the extent that the contracts allow the parties to do so, the other party expressly authorises this or this is required by court order or legal obligation.

## 13. Compliance with other laws, regulations and requirements

The parties shall comply with the laws and regulations applicable to them. Oniva Ltd. thus complies in particular

with those laws and regulations that are generally applicable to Oniva Ltd. as a provider of products and services in the field of information and communication technology. The Customer is responsible for assessing and specifying the requirements of those laws and regulations that are applicable to its business activities. Unless explicitly contractually agreed, Oniva Ltd. assumes no responsibility for the suitability of its products and services for compliance with laws and regulations applicable to the Customer or its industry.

The Customer shall comply with all applicable export/import control regulations (export, import or transit of goods), in particular those of the USA, including sanctions and embargoes, with regard to the goods (goods, software and technology) purchased from Oniva Ltd..

The Customer shall indemnify Oniva Ltd. in the event of legal claims by third parties or authorities relating to data, content or the resources provided by the Customer (in particular software licences) or the non-legally compliant use of the services and shall provide and pay for an appropriate defence against such claims.

Oniva Ltd. reserves the right to take measures to prevent or minimise imminent damage in the event of detection or justified indications of security threats, unlawful or improper use or the use of operating resources that cause disruptions. Oniva Ltd. will inform the Customer immediately and, if possible, in advance. The measures include in particular

- a) the request for immediate and permanent cessation or effective prevention of unlawful or improper use and removal of operating equipment that causes disruption; as well as extraordinary termination for good cause;
- b) the immediate and temporary interruption of affected contractual services (e.g. temporary blocking of access services).

The taking of such measures does not constitute a breach of contract on the part of Oniva Ltd., insofar as it is not itself responsible for the cause of the disruption/threat.

## 14. Consequences of contract termination

Both parties shall ensure the timely return of materials (such as keys, IT and telecommunications equipment, means of identification and documents) and premises made available to them by the other party during the term of the contract.

Unless otherwise contractually agreed, Oniva Ltd. will delete the data provided by the Customer after termination of the contract, unless there are legitimate reasons to the contrary, in particular statutory archiving obligations applicable to Oniva Ltd. or interests in the preservation of evidence.



In the event of the termination of complex operating services, both parties shall co-operate for the purpose of a proper handover of operations, irrespective of the reason for the termination of the contract. In this case, Oniva Ltd. will support the Customer, if required and against separate remuneration, with the necessary termination actions, including any migration preparations in the service area of the contracts. For its part, the Customer undertakes to inform Oniva Ltd. in good time before the end of the contract of the expected future support requirements in order to enable Oniva Ltd. to plan its resources accordingly. The parties shall agree in good time on the services to be provided by Oniva Ltd. within the framework of the termination of the contract or beyond.

If the parties have agreed that one-off services already provided in accordance with the contract (such as the purchase of hardware/software, implementation projects, etc.) will be paid by the Customer as part of a recurring payment (e.g. together with maintenance or operating prices), the amounts still outstanding for these shall be due immediately upon termination of the contract for the recurring services upon termination of the contract, irrespective of the legal grounds for termination.

#### **15. Further provisions**

Without an explicit agreement, neither party is authorised to act on behalf of the other party.

The offsetting of claims is only permitted with the consent of the other party. In the event of bankruptcy, offsetting by the creditor is possible without consent within the framework of the statutory provisions.

The rights and obligations arising from the respective contracts may only be assigned and transferred to third parties with the written consent of the other party. However, Oniva Ltd. may assign and transfer the rights and obligations with discharging effect to another company of the Oniva Ltd. Group domiciled in Switzerland at any time.

The parties agree that they are not entering into a simple partnership (Art. 530 et seq. CO) through the contracts. If, contrary to expectations, such a simple partnership is accepted, the dissolution of the contract to which it relates shall also lead to the dissolution of the simple partnership. In this case, the parties have no obligation to make contributions of any kind or additional contributions. Profit or loss sharing is excluded. Each party shall bear its own costs and risks.

Should parts of the contracts prove to be invalid or ineffective, this shall have no influence on the validity of the remaining provisions or the existence of the respective and other contracts. The invalid or ineffective provision shall be replaced by a provision that comes closest to the intention of the parties.

#### **16. Applicable law and place of jurisdiction**

The contractual relationship between the parties, including these GTC and all contracts based on them, shall be governed exclusively by Swiss law. The parties declare that the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

The place of jurisdiction for any disputes arising from or in connection with the present contractual relationship between the parties, i.e. the legal relationship arising from the contracts including these GTC, shall be Zurich exclusively.

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