



EXPERTS IN IDENTITY.
ACCESS. GOVERNANCE.

General Terms and Conditions of IPG AG in Winterthur

1. Scope, Subject, Amendments, Duty to Inform, Duration and Termination

1.1. These **General Terms and Conditions (GTC)** regulate the contractual relationship between the customers (hereinafter referred to as the Customer) and IPG AG, Winterthur, for services and the distribution of software.

1.2. The **contractual content** for each deployment must be recorded in writing.

1.3. **Amendments, Supplements, Duty to Inform:** Amendments and supplements to these GTC will be communicated to the Customer by IPG AG in writing in a timely manner. Unless the Customer submits a written objection within five (5) days of notification, the amended GTC are deemed to be approved by the Customer.

1.4. **Duration and Termination:** The parties agree on the minimum contract term in the contract. The contract can be terminated in writing by either party at the end of each month with a notice period of thirty (30) days, unless otherwise agreed in the contract.

2. Conclusion

The information about services and software listed on the website and in advertising materials is non-binding and provided without guarantee.

By requesting a specific service or the purchase of software in writing, the Customer makes an offer to conclude a contract with IPG AG. The contract becomes legally binding upon countersignature by IPG AG.

Binding offers from IPG AG are made in writing and are valid for thirty (30) days. The contract is concluded with the timely acceptance of the offer by the Customer.

Fax and email are considered equivalent to written form unless otherwise agreed.

3. Scope of Services of IPG AG

3.1. The **employees of IPG AG** support the Customer with their knowledge and experience in IT, telecommunications, and organizational matters. IPG AG is entitled, with prior consultation with the Customer, to engage third parties to perform services.

3.2. The regular **working hours** of IPG AG employees are eight (8) hours daily from Monday to Friday, taking into account public holidays at the place of deployment. Assignments outside these times must be listed separately and are subject to special rates.

3.3. IPG AG strives to make the **listed employees** available to the Customer for the duration of the contractual relationship but reserves the right to replace the employees with other equally qualified personnel.

3.4. The **working time performed** is documented in a work report. The time that IPG AG employees work or are available to the Customer is considered working time, regardless of the location where the services are provided. Travel from the place of residence to the place of work is generally considered working time, unless otherwise agreed.



EXPERTS IN IDENTITY.
ACCESS. GOVERNANCE.

4. Scope of Services, Duty to Cooperate, Deadlines

4.1. The Customer provides IPG AG with all existing information, facilities, and other necessary support for the **provision of the contractually agreed services** free of charge, as long as this does not violate contractual obligations to third parties, and ensures sufficient access to a system environment corresponding to the tasks and available in time.

4.2. The Customer grants IPG AG employees the right to access the premises necessary for the **fulfillment of the services**. The Customer helps to ensure that the scope of services and contract fulfillment are achieved.

4.3. The Customer appoints an authorized **contact person** to make binding decisions and instructions to IPG AG.

Both parties must adhere to **agreed deadlines**. IPG AG is obligated to fulfill according to the deadlines, and the Customer must accept the services at the predetermined time. IPG AG is entitled to partial fulfillment.

4.4. If IPG AG fails to meet firmly **agreed deadlines**, the Customer may set a reasonable grace period for subsequent fulfillment in writing.

5. Prices and Payment Terms

5.1. The respective **rates/prices** correspond to the tariffs of IPG AG valid at the time of signing the contract and are understood in Swiss Francs exclusive of VAT.

5.2. Any additional indirect **taxes and duties** are fully borne by the Customer.

5.3. **Invoices** are due for payment net within twenty (20) days from the invoice date. Invoicing for services is done monthly based on the work reports of IPG AG.

5.4. If **additional expenses** are caused by reasons attributable to the Customer or by further indispensable services for the success of the project by IPG AG, which were not foreseeable, these may be charged additionally.

5.5. **Travel and accommodation** expenses are charged to the Customer unless otherwise agreed.

5.6. In case of **payment delay** by the Customer, IPG AG is entitled to suspend its services and charge the Customer with reminder fees in addition to default interest. IPG AG reserves the right to withdraw from the contract and assign outstanding claims to external collection agencies.

5.7. **Offsetting mutual claims** between the contracting parties is excluded.

6. Intellectual Property, Protection Rights

6.1. **All rights to intellectual property remain with IPG AG** or the authorized third parties. If the rights belong to third parties, IPG AG guarantees that it has the corresponding usage and distribution rights.

6.2. For the **duration of the contract**, the Customer receives a non-transferable, non-exclusive right to use and utilize the intellectual property. The content and scope of this right are defined in the customer contracts.

6.3. **Ideas, concepts, experiences, and methods** related to IT processing developed during the provision of services under this contract by IPG AG personnel alone or in collaboration with the Customer's employees belong jointly to both parties and may be utilized independently and freely by both parties.



EXPERTS IN IDENTITY.
ACCESS. GOVERNANCE.

7. Warranty, Liability, Complaint, Retention of Title

7.1. Any **claims for damages** against IPG AG, in particular due to impossibility of performance, for direct and indirect damages, consequential damages (loss of income, savings potential, penalties, etc.), and for damages to third parties are excluded unless intentional or grossly negligent conduct is present.

7.2. Any further **liability** of IPG AG or third parties engaged by IPG AG for additional direct or indirect damages is expressly excluded. IPG AG is not liable for damage to or loss of data or documents. It is the Customer's responsibility to ensure that appropriate redundancies and archival data are available. IPG AG cannot be held responsible for faulty software, updates, patches, fixes, and drivers.

7.3. The Customer commits to indemnify IPG AG in the event of **third-party claims** arising from the fulfillment of the contract by IPG AG.

7.4. The rights and obligations arising from the use of **software** taken over or purchased by IPG AG and third parties are governed by the provisions (in particular license conditions) of the manufacturer or seller. The Customer commits to comply with them. The statutory warranty obligation of IPG AG is excluded and replaced by the following provisions.

IPG AG guarantees that the distributed software is delivered in functional condition according to the specifications provided by the supplier or manufacturer. IPG AG offers the Customer the same warranty services it receives from its suppliers or the manufacturer. Beyond this, IPG AG does not assume any further warranties, especially not for functionality within an IT system or with a specific application.

7.5. The Customer must notify **defects** in writing by means of an error documentation. If the Customer fails to notify within fourteen

(14) days after contract fulfillment, the work results are deemed accepted and approved.

IPG operates a **complaint handling** procedure. Every Customer (complainant) has the opportunity to express their dissatisfaction regarding a service provided or yet to be provided by IPG or a corresponding business. Each complaint is handled individually and thoroughly. The complaint should be submitted by the complainant preferably via email to: complaints@ipg-group.com.

7.6. **Retention of title:** The delivered software remains the property of IPG AG until full payment of the purchase price and all surcharges. The Customer hereby agrees to an entry of the retention of title in the register.

8. Employees of IPG AG, Recruitment

8.1. The **employment relationship** of IPG AG employees is not affected by the assignment to the Customer.

8.2. The Customer commits, without the written consent of IPG AG, **not to enter into any employment or similar legal relationship with an IPG AG** employee during the term of the contractual relationship and within the following year. In the event of breach, the Customer is obliged to pay IPG AG a contractual penalty of CHF 50,000.00 per individual case. The assertion of further damages remains reserved. IPG AG is entitled to demand the cessation or omission of the contractual violation.

9. Confidentiality Obligation

In the context of the contractual relationship, the contracting parties may gain access to confidential or proprietary information ("confidential information") of the other. Information is not considered confidential if: a) it is part of a publication; or b) it was already in the possession of one contracting party and not directly or indirectly acquired from the other



EXPERTS IN IDENTITY.
ACCESS. GOVERNANCE.

contracting party; or c) it was developed independently by one contracting party.

The Customer and IPG AG agree that they will not disclose any confidential information to third parties for the duration of the contractual relationship and after its termination. Both parties commit to use the confidential information solely for fulfilling the contract and to ensure that it is not disclosed to any other person or the public.

10. Confidential Data, Data Protection, Data Access

IPG AG will treat data related to the Customer's business area and made available to it during the contract fulfillment with the same care and discretion as confidential information.

The contracting parties will disclose this information within their own company only to those persons and only to the extent necessary for the contract fulfillment.

For work conducted on the Customer's computers, the Customer assumes responsibility for authorized access to the corresponding data. If work under this contract is carried out on IPG AG's own computers with direct connection to the Customer's computers, all measures by both parties to prevent unauthorized access to the Customer's and IPG AG's computer systems must be recorded accordingly.

11. Final Provisions

11.1. Should individual provisions of these GTC be ineffective or null and void, the effectiveness of the remaining provisions is not affected. The ineffective or null provision is to be replaced by a provision that comes closest to the sense and purpose of the ineffective provision and the will of the contracting parties in a legally permissible manner. The same applies if the GTC should be incomplete. Otherwise, the provisions of Swiss contract law apply.

11.2. The GTC, the contract, and any appendices conclusively regulate all applicable provisions. Oral agreements are non-binding.

11.3. Rights arising from the contract can only be assigned with the prior written consent of the other contracting party.

11.4. These GTC are subject to Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG). The exclusive place of jurisdiction is Winterthur.

Effective: January 2024