

Scope

These Terms and Conditions (TCs) are an integrated part of all contracts between the customer and Cofex Ltd (Cofex). The version of the TCs in place at the date of contract is applicable. In case of any doubt between these TCs and an individual and separate contract, these TCs are preferred.

Responsibilities of Cofex

Cofex is responsible for fulfillment of the services and products as defined in contract between us and our customers, using a professional level of diligence and within the agreed time of delivery (and allowing for unforeseen obstacles or a changing environment). Problems within customer equipment are handled accordingly and within agreed reaction times. Cofex has a preference for remote maintenance. If the customer requests a shorter timeframe than defined, Cofex will use a best efforts basis to provide work within the required timeframe and will charge the customer accordingly. The exchange of hardware will be organized jointly with the hardware supplier and the cost billed accordingly.

Information and Business Discretion

Both parties commit to refrain from forwarding any technical and commercial know-how from the other party to third parties or partners or to use the information for its own purposes outside of the business contract. Any deviation from this must be agreed prior to the commencement of business. This responsibility remains in place after termination of the business relationship. All data from both parties is to be handled according to prevailing data security laws. Forwarding data to third parties is not permitted. The customer will be informed about new or changing Cofex products and services as and when such changes occur. Cofex retains the right to use customer names as a reference for potential customers. Cofex will not publish information about business partners on public platforms (e.g. Website) without written agreement by the customer.

Pricing

The pricing agreed does not include VAT and other taxes/dues in fulfillment of the contract. All-inclusive prices cover the efforts to fulfil the services agreed within the contract. All other efforts will be charged to the customer according to the agreed contract based on the common pricelist of Cofex services, charged on an hourly base. Without explicit definition otherwise, the travel time is equal to working time and will be charged accordingly. Any expenses incurred (hardware, software, postage etc.) are charged and billed in addition. All prices for services provided can be changed by Cofex in writing with two calendar months' notice. If the raise in pricing is more than 10 % the customer may withdraw from the contract within 30 days by written notice.

Terms of Payment

All monthly fees are due at the beginning of the calendar quarter in which Cofex services are delivered. All other payments are due within 20 days of date of invoice. After that period the customer must pay an additional 10% charge on the outstanding amount without further notice. In the case of continuing non-payment by the customer (part or full of amount due), Cofex may interrupt services provided. In some cases, **Cofex may request prepayment. If the prepayment is not**

paid by the customer, Cofex may suspend services provided until the open invoice is cleared.

Other duties of the customer

It is the customers' responsibility to fulfil the legal requirements to operate and to maintain the installed hard and software. The same applies for all technical, constructional and legal prerequisites necessary to install and operate equipment of Cofex as well as the necessary security environment. Changes within the security structure (personnel and processes) must be notified to Cofex in written format.

Liability

Cofex can only accept any liability when breaking contractual responsibilities or by acting deliberately or grossly negligent. Liability is limited to CHF 100'000 per incident and to CHF 200'000 per year when periodical services are affected. Cofex – or partners and other resources utilized to help Cofex fulfil contracts – are not liable in case of damages caused by non or late fulfilment of duties of the customer for re-creation of data as well as subsequent damage, for example additional effort, not realized savings or third party requirements. Cofex is not liable when contractual terms and services cannot be fulfilled due to third party actions. Additionally, Cofex do not accept any liability when a third party seeks compensation from our customers due to unsecure and improper access to Databases or systems.

Intellectual Property

For the period of the contract the customer retains the right to use the products and services of Cofex as detailed in the contract. This right cannot be shared with or forwarded to a third party. The content and the coverage of the services are described in the service modules. All rights to intellectual property referring to services and products of Cofex remain in its property or with the third party that owns this. As long as a third party is involved Cofex is responsible to define the respective rights contractually. Claims for damages by third parties for intellectual property will be handled by Cofex on their own risk. In case of occurrence, the customer should inform Cofex immediately in writing and hand over the lead to all possible processes and other legal procedures.

Duration of contracts

The contract becomes operative when it is delivered to Cofex with approved signatures and at the latest when the services are in use by the customer. As long as no other withdrawal rules are defined in written format, the contract can be cancelled with 3 months' notice, finished always by the end of a calendar month. Payments already made by the customer and covering time after the cancellation date will be returned on a pro rata basis. When the minimum duration of one year is not reached, no payment will be returned. In case of serious breach of contract by one of the partners, the contract can be cancelled immediately. Compensation for services/work already carried out by Cofex must be paid according to the agreed pricing scheme. After the termination of the contract the customer must hand over all programs, documentation and materials to Cofex as well as any product of the work agreed. Changes to services and products of Cofex will be announced in written format with 30 days' notice. In the absence of cancellation by the customer within that period, all changes will be conducted as "accepted".

Exclusive jurisdiction

All agreements and contract are based on Swiss law. Court of jurisdiction is Schwerzenbach, and the responsible court is Zurich.