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Terms and Conditions, the Client may terminate the Agreement with idezo within 30 days. The current Terms and Conditions will then apply until the end of the Client’s Agreement with idezo. If the Client does not contact idezo with objections to the changes made to the Terms and Conditions within 30 days, it will mean that the Client agrees to them. The new Terms and Conditions will become valid automatically at the end of the following calendar month.

4. idezo’s Obligations and Scope of Services

- 4.1. idezo shall provide its services to the Client within the bounds of the corporate and technical resources available to it. The Client shall grant idezo all necessary support so that it may provide its services.
- 4.2. If the agreed scope of an order is modified or extended during the course of its execution, then the agreed remuneration will be adjusted accordingly.
- 4.3. Normal business hours apply: Monday – Friday, 9.00 a.m. to 6.00 pm, with the exception of Swiss national and public holidays of the Canton of Zurich.

5. Client Obligations

- 5.1. The Client must provide idezo with all the necessary information and documents for the execution of the order in full, on time, and free of charge.
- 5.2. The Client must notify idezo of their own accord of all processes and circumstances that could be significant for the execution of the order.
- 5.3. The Client must make any changes to their personal information known to idezo immediately, including but not limited to a name or email change, or a move to a different location or country. If the Client fails to provide idezo with this information, all correspondence sent to the email and/or address that the Client initially provided idezo with will be deemed valid.
- 5.4. The Client must carry out preparations in a timely manner when requested to do so by idezo. Certain preparations may be necessary within a timeframe specified by idezo in order for idezo to provide the Client with a particular service. If a Client is unsure as to what exactly he or she is being requested to do, it is the Client’s responsibility to clarify any uncertainties with idezo immediately.
- 5.5. In the event that an order cannot be carried out by the agreed date for a reason for which the Client is responsible, idezo reserves the right to charge the Client for the resulting damage(s); this is generally the order value minus saved expenses (each in relation to the relevant date) and is calculated as follows:
 - If the date cancellation takes place at the latest 14 calendar days before the agreed date then 20% of the order value is charged.
 - If the date cancellation takes place at the latest 5 calendar days before the agreed date then 50% of the order value is charged.
 - If the date cancellation takes place fewer than 5 calendar days before the agreed date then the full order value is charged.

1. Scope – General Conditions

- 1.1. These Professional Services Terms and Conditions shall govern the legal relationships between idezo GmbH (“idezo”) and an individual, company or other entity (“Client”) who hires its services. By agreeing to these Terms and Conditions in written or electronic form, and making use of the consulting services, the Client accepts these General Terms and Conditions as an integral part of the legal relationship between the Client and idezo.
- 1.2. Contrary confirmations of the Client in regard to its Terms and Conditions are hereby rejected.
- 1.3. Differing conditions of the Client are only applicable if idezo expressly consents to this in writing.
- 1.4. These Professional Services Terms and Conditions, together with a signed Statement of Work (“SOW”) forms an agreement (the “Agreement”) between idezo, being the entity designated in the SOW or other contractual document and you, the end-user identified in the SOW (“you” or “Client”). Unless otherwise agreed by the parties in writing, these terms apply to all professional services performed by idezo.

2. Order Confirmation

- 2.1. idezo provides its consulting services and any related products and/or services to the extent necessary and applicable, under the Terms and Conditions together with the relevant specifications for these products and services and payment provisions in their respective applicable version and written individual agreements.
- 2.2. The Agreement is binding when a verbal order is placed, or by signature of the Client and idezo.

3. Contract Amendments & Supplements

- 3.1. idezo has the right to change these Terms and Conditions at any time.
- 3.2. idezo will notify the Client in writing of any amendments to these Terms and Conditions. The amendments will take effect no earlier than one month after their notification. If the Client does not accept the amended

5.6. If the Client does not understand any part of these Terms and Conditions, it is their responsibility to contact idezo immediately and ask for explanations and/or clarification.

6. Dates and Terms

6.1. Terms/dates are only binding if they are expressly agreed as such in writing.

6.2. Agreed upon terms/dates shall shift to a reasonable time period with a temporary and unforeseeable obstacle to the scope of work for which idezo is not responsible. This is true even if idezo is hindered by the interpolation of subcontractors at no fault of its own in providing the service in a timely manner.

6.3. The provision terms shall be extended without prejudice to the rights of idezo due to a delay of the Client by the period in which the Client does not fulfil its obligations to idezo.

7. Confidentiality, Data Use, Protection

7.1. idezo will not disclose reports or other facts and documents of which it gains knowledge while executing the contractual services and that refer to the Client or the object of the order to unauthorized persons or use or disclose the same.

7.2. idezo will save, process, and use person-specific data from the Client for the orderly fulfilment of the order and for its own purposes. In the event that automated data processing systems are used, then idezo guarantees compliance with the requirements of the Swiss Federal Data Protection Act (SDPA). Personnel who work on data processing are compelled by the SDPA and obliged to comply with all data protection regulations.

8. Nondisclosure

8.1. idezo and the Client agree that all information exchanged between idezo and the Client will be treated as confidential. This obligation shall apply even after the termination of the Agreement any time thereafter. Both contracting parties will also impose this obligation on their employees.

8.2. The nondisclosure obligation does not apply demonstrably to information as follows:

- The information disclosed to the party by the other contracting party lawfully and announced by third parties that are not under the obligation of confidentiality.
- As a result of publications or otherwise was commonly known among experts or will be after notification.

9. Remediation

9.1. The Client must notify idezo promptly after the discovery of any complaints; if the Client does not do so within seven days, the Client loses their right to request remediation in accordance with this clause.

9.2. In the event that idezo must improve inadequate services or does not fulfil its obligations to the Client, idezo has the right to do so within a reasonable period of time.

10. Payment Conditions

10.1. Invoices include VAT, when applicable, and should be paid within 14 days.

10.2. The Client's right to retention of the remuneration or to offset remuneration against a counterclaim is precluded except if the counterclaim is undisputed or recognized by declaratory judgment.

10.3. idezo is entitled to demand advance payment of costs, or partial invoices in accordance with services already provided. If the Client is in arrears with the payment of at least one partial invoice, despite a warning and a deadline extension of 14 days, then idezo is entitled to refuse further execution of the order, withdraw from the Agreement and/or demand compensation in place of delivery.

10.4. The Client shall immediately notify idezo in writing, at the latest within 10 days after the invoice, of any objections to the services billed or recorded in the invoice.

11. Delayed Payment

11.1. If the Client is in default for two consecutive months with payment of the fee owed or in a longer than two-month long period with an amount, which corresponds to the average amount owed for two months, or with the agreed-upon payments in any case, but at least with a seventy five (75) franc excess amount in default, then idezo may, two weeks after issuing a second reminder, charge interest of 8% above the annual discount rate of the Swiss National Bank if demonstrably higher damage has not occurred due to delay.

11.2. idezo reserves the right to assertion of further claims of any kind due to payment default. The appropriate intended and necessary costs for the intervention of lawyers and collection agencies shall be borne by the Client. The Client agrees, in the event of default, with its contractual obligations to reimburse idezo for reminder and collection charges incurred.

12. Discontinuance of Service

12.1. idezo has the right to discontinue (suspend) the provision of services entirely or partially if any of the following apply:

- The Client is in default to idezo with its payment obligations.
- The Client has violated other contractual obligations.
- The contracting party loses their legal or contractual capacity.
- Regarding the Client, insolvency proceedings are imminent or a request was made to open them or their credit rating is jeopardized for other reasons or no longer exists and a warning of suspension has been issued.
- Reasonable grounds exist for suspecting that the Client is misusing the service or the services related thereto, in particular fraudulently, or is tolerating abuse of the same by third parties.

13. Termination of the Agreement

13.1. Agreements end when notice is given by either party in writing or when a fixed-term Agreement expires. Agreements may be terminated by either party with a

notice of 90 days, unless otherwise specified in the Agreement.

13.2. The Agreement can be terminated by either party at any time in writing for good cause. In particular, idezo is entitled to withdraw for good reason, but not limited to the following reasons:

- The Client refuses or neglects cooperation.
- The Client attempts to falsify the result of the order.
- Insolvency proceedings are opened on the Client's assets or if the same is rejected due to lack of assets.
- The Client has not paid a due invoice within a reasonable period despite at least two reminders.

13.3. In the cases named above, idezo may also refuse to provide further services at its own discretion. The right to withdraw is not affected.

13.4. If the Agreement is terminated for good reason, for which idezo is not responsible, then idezo retains the remuneration claim as for execution of the contractual service already rendered.

14. Liability

14.1. idezo is liable without limitation for damage caused by injury to life, body or health, or other damage caused by the intentional or grossly negligent violation of the obligation of a legal or vicarious agent of idezo.

14.2. Liability of idezo for subsequent damages and indirect losses such as loss of profit, savings or other indirect damages, except in the case of intentionally caused damage, is excluded.

14.3. The preceding limitations of liability apply in favor of the employees of idezo and the companies and their employees affiliated with idezo, if applicable, in the performance of the Agreement.

14.4. In the event of negligent breach of the service specific material duty, the obligation to pay compensation is limited to damage foreseen as typical for the Agreement when the Contract was agreed, but no more than the annual cost of the service.

14.5. Any further liability by idezo is excluded.

14.6. The Client must notify idezo immediately and in writing of any damage for which idezo must pay.

14.7. Where compensation claims against idezo are excluded this is also valid for the personal liability of idezo employees.

14.8. Compensation claims for damage caused by injury to life, body or health come under the statute of limitations in accordance with statutory regulations. Compensation claims for intentionally caused damage come under the statute of limitations one year after onset of the statutory period of limitations.

15. Force Majeure

15.1. idezo is exempt from its obligation to perform in cases of force majeure. Force majeure means unforeseeable events and those events, whose effects are not caused by any Client to Agreement fulfilment. These events include,

in particular, lawful labor dispute actions, also third party operations as well as governmental actions.

16. Final Provisions

16.1. The Agreement, modifications, additions, and subsidiary agreements of any kind must be produced in text form if no stricter form is required by law. The form requirements are also valid for changes to or the cancellation of this form clause.

16.2. In the event that one regulation in these Terms and Conditions is or becomes invalid or if a loophole is discovered then this will not affect the validity of the remaining regulations. In this case, the client and idezo undertake to strive to agree a replacement regulation to achieve the intended purpose.

17. Applicable Law and Place of Jurisdiction

17.1. The contractual relationship is governed exclusively by Swiss law. The sole jurisdiction is the Canton of Zurich in Switzerland. The UN sales convention does not apply.

The Terms and Conditions as outlined in this document are accepted for and behalf of the Client.

Company/Organization:

By PRINT NAME:

Signature:

Date: