



ADIVERA
GROUP

GENERAL TERMS AND CONDITIONS

General Terms and Conditions

Revision October 2026

EFFECTIVE

1 October 2026

REVISION

October 2026

SCOPE

All services, products and third-party products

LAW

Swiss law · Place of jurisdiction Zurich

Access, quietly.

General Terms and Conditions

These General Terms and Conditions apply from 1 October 2026 to all legal relationships between Customers and Adivera AG.

LANGUAGE / GOVERNING VERSION

This English text is a translation provided for convenience. The German version of this document is the legally binding one. In the event of any discrepancy or dispute regarding interpretation, the German version prevails.

1 Scope of Application and Validity

These General Terms and Conditions (GTC) govern all legal relationships between customers (hereinafter the "Customer") and Adivera AG (hereinafter "Adivera") and apply to all Services, Adivera Products and Third-Party Products distributed by Adivera. The GTC form an integral part of all contracts concluded between the Customer and Adivera, unless expressly agreed otherwise. Provisions deviating from the GTC become legally binding only if they are expressly offered by Adivera or expressly accepted by Adivera in writing. Notices and agreements in text form which are transmitted or recorded by electronic media (e-mail, etc.) are deemed equivalent to the written form. Conflicting general terms and conditions of the Customer do not become part of the contract, even if Adivera performs a contract without expressly objecting to such terms.

2 Service Description

Adivera provides IT services in the areas of consulting, software development, infrastructure solutions and support services, distributes Third-Party Products of software and hardware manufacturers, and manufactures IT products. The content and scope of the individual Services and Products are set out in the service descriptions contained in the respective contracts, agreements and order confirmations (hereinafter the "Service Descriptions"). The content agreed in detail in these Service Descriptions takes precedence over the GTC. For Third-Party Products, the manufacturer's specifications apply. Adivera's Services are provided against remuneration on a time and materials basis and without responsibility for the result, unless expressly agreed otherwise.

3 Quotations, Entry into Force of Contracts

All information provided by Adivera in brochures, price lists and other publications, as well as information available online, is non-binding and constitutes a mere invitation to submit an offer, unless expressly stipulated otherwise. Quotations are in principle deemed to be non-binding quotations. Binding quotations must be specifically designated as such, e.g. with "binding quotation". These have a validity period of 30 days, unless otherwise expressly noted in the binding quotation. For quotations relating to Third-Party Products, the daily price applies.

A contract enters into force on the date of signature by the parties or, if the contract stipulates an earlier date of entry into force, at that point in time. In any event, a contract enters into force at the latest upon commencement of the use of the Service or the delivery of the Product or Third-Party Product. If Services, Products or Third-Party Products are ordered verbally, the order is as a rule confirmed in writing and is deemed to have been validly placed if it is not revoked by the Customer immediately upon receipt of the confirmation.

4 Conditions

4.1 General Principles

The Customer pays a price for the individual Services, Products and Third-Party Products, which is set out in the respective contracts, agreements and order confirmations and/or price lists.

4.2 Hourly Rates

The applicable hourly rates for Services are governed by the applicable Adivera price list.

4.3 Travel Expenses

Travel expenses are charged either according to actual expenditure or in the form of flat-rate travel charges, plus value added tax. A flat-rate travel charge covers the transport costs and the time expenditure for one person.

4.4 Invoicing / Payment Terms

If a project lasts longer than one month, invoices are issued monthly. The final invoice is issued immediately upon completion of the work. Maintenance and support contracts are based on advance payment of a service block of a specified amount. All prices and remuneration are exclusive and strictly net, in Swiss francs. Value added taxes and expenses (levies, shipping and packaging costs, insurance, travel costs, meals away from the office, etc.) are charged to the Customer additionally in the respective amount. All invoices and claims of Adivera against its customers become due immediately and are to be paid without deduction by the date stated on the invoice. Objections or substantiated challenges may be submitted within this period, but no later than 30 days after the invoice date. Upon expiry of the period, the invoice is deemed approved. The due date is at the same time the expiry date. If a Customer has neither settled the invoice nor raised substantiated challenges against it by the date stated on the invoice form under payment arrangements, default interest of five per cent (5 %) per annum as well as payment of dunning fees are owed from the due date, without any further notice of default being required. In the event of the Customer's default in payment, Adivera is entitled, without further reminder, to suspend its Services without compensation, to initiate debt enforcement proceedings after prior warning, and to have collection carried out by a third party at the Customer's expense. Deductions from the invoice amounts payable are not permitted, whether by set-off against any counterclaims or on other grounds.

4.5 Extended Payment Terms

Adivera may require measures to secure its claims in the form of advance payments, bank guarantees, etc.

4.6 Price Changes

Adivera reserves the right, in the case of contracts with a term exceeding one year, to adjust prices, fees and rates to the Adivera price lists applicable from time to time. Price changes are announced to the Customer at least one month in advance.

5 Retention of Title

The Products and Third-Party Products delivered by Adivera remain the property of Adivera or of the third-party supplier until full receipt of the remuneration, and the Customer is not entitled to resell or pledge them. The Customer is obliged to cooperate in measures to protect the property of Adivera or of the third-party supplier. The Customer authorises Adivera or the third-party supplier to register the title in the relevant retention of title register and to notify the landlord of the Customer's business premises thereof. If the remuneration agreed with the Customer is not settled within the payment period, Adivera is entitled to charge the Customer the costs of registering the retention of title.

6 Dates, Delivery Periods and Service Hours

Dates and delivery periods are non-binding, unless expressly agreed otherwise in writing. Adivera always endeavours to comply with the agreed dates. However, Adivera cannot warrant compliance with them, and the Customer is not entitled to assert claims of any kind on the basis of delays. Any overrun of dates also does not entitle the Customer to withdraw from or terminate the contract. The indication of binding delivery periods and delivery dates by Adivera is subject to correct and timely delivery by suppliers and manufacturers. Adivera provides its Services in principle during normal working hours, from Monday to Friday 9.00 a.m. – 5.00 p.m. (Business Hours), with the exception of local public holidays at the respective Adivera location.

7 Engagement of Third Parties

Adivera is entitled to engage third parties for the performance of the contract. Adivera is liable for the services of engaged third parties only in respect of their careful selection and instruction.

8 Obligations of the Customer

- a. The Customer is obliged to carry out correctly, in good time and free of charge all technical, operational and personnel-related preparatory and support actions incumbent upon it in relation to the Services to be provided by Adivera. In particular, the Customer must make available in good time the information and material resources required for the provision of the Services and grant Adivera the access required with a view to the performance of the contract. The Customer designates a contact person for Adivera who has exclusive decision-making authority with regard to all operational matters of the Services to be provided and who has the necessary time resources available.
- b. The Customer is obliged to follow all instructions of Adivera concerning the use of hardware and software as well as the use of Adivera systems, and to take all reasonable security precautions (including for the protection of equipment owned by Adivera). Any change of location must be notified to Adivera without delay. Furthermore, hardware and software may not be modified by the Customer or connected to other devices.
- c. The Customer ensures that the Services, Products and Third-Party Products in respect of which it has concluded a contract with Adivera are used in accordance with the law and the contract. It is obliged to comply with all statutory provisions and assumes sole responsibility for the content of the data held on its systems and storage media. Adivera disclaims any liability in this respect. The Customer is obliged to indemnify Adivera against all claims of any kind which third parties assert against Adivera in connection with the Customer's use of Adivera's Services.
- d. If the Customer fails to comply fully or in good time with the obligations described above, any responsibility of Adivera for any provision of Services not in conformity with the contract ceases to apply. If delays or additional expenditure arise, Adivera may demand an adjustment of the agreed dates and an increase in the remuneration. If the Customer fails to comply with its obligations even after a reasonable grace period has been set, Adivera is furthermore entitled to demand full compensation for the damage incurred. Termination of the contract without notice also remains reserved.
- e. Operational rules of the client, in particular safety regulations, working time rules and/or house rules, can only be complied with if they are notified to Adivera in writing before the commencement of the work.

9 Delivery, Inspection and Default in Acceptance

9.1 Delivery of Products and Third-Party Products

Delivery is in principle effected at Adivera's discretion and at the Customer's risk and expense. Complaints regarding damage, loss or destruction during transport must be addressed by the Customer directly to the transport company concerned. The Customer must confirm receipt of the Products by signature on the delivery note enclosed with the delivery. The Customer must inspect the deliveries without delay upon receipt and submit any complaints in writing within ten (10) days. If it fails to do so, or if it puts the delivered Products into productive use, the delivery is deemed accepted. Adivera will forward complaints to the relevant third-party supplier for handling.

9.2 Inspection and Acceptance of Services

The Customer must inspect Adivera's Services without delay upon completion of their provision or upon receipt of the notice of operational readiness and give written notice of any complaints or defects within ten (10) days at the latest. Insofar as Adivera bears responsibility for the result, defects are remedied by Adivera in accordance with the provisions of Section 14, Warranty. Other complaints are handled by Adivera at its free discretion. If the Customer fails to carry out the inspection or acceptance in good time, or if it puts the Services into operational use beforehand, they are deemed approved and accepted. Minor defects which do not materially impair the Customer's operations do not constitute grounds for refusing acceptance.

9.3 Default in Acceptance

If the Customer is in default in acceptance, Adivera is entitled to store hardware and software ordered or made available in connection with Adivera's Services at the Customer's expense and risk, to suspend the provision of Services, and, after the fruitless expiry of a reasonable grace period set for acceptance, to withdraw from the contract. In this case the Customer must pay for all Services rendered by Adivera and compensate any damage incurred by Adivera.

10 Intellectual Property

- a. Adivera or its licensors remain the holders of all intellectual property rights connected with the provision of the Services and of the related documents and documentation. This also applies where modifications or extensions are made by Adivera. Where agreed in writing, the Customer is entitled, upon full payment of the agreed remuneration, to a non-transferable and non-exclusive right of use in the work results, documents, evaluations or programs created by Adivera within the scope of the Service Descriptions. Programs made available to the Customer may thereby be used only on specifically designated installations and systems and only for the Customer's own purposes, but may on no account be reproduced, made available or transferred to third parties. The Customer's authorisation to use standard software and documents of third-party suppliers is governed by the provisions of the third-party suppliers. The Customer undertakes to comply with these provisions at all times.
- b. In the event of breaches of the terms of use or of infringement by the Customer of the intellectual property of Adivera, its licensors or third-party suppliers, Adivera reserves the right to terminate the contract without notice for good cause. The assertion of claims for damages as well as the claim for restoration of the lawful situation remain reserved.

11 Third-Party Industrial Property Rights

- a. Adivera will defend the Customer against all claims asserted against the Customer in connection with Adivera's provision of Services on the grounds of infringement of a Swiss industrial property right, provided that the Customer notifies Adivera of such claims in writing without delay, offers Adivera exclusive conduct of any proceedings and of all negotiations for the judicial or extrajudicial settlement of the dispute, and provides support in this connection.

- b. If Swiss industrial property rights of third parties have been infringed, or if this is likely in Adivera's opinion, Adivera has the choice either of obtaining for the Customer the right to continue using the Services concerned, of replacing them or modifying them in such a way that the infringement of the industrial property rights no longer subsists, or of taking back such Services and refunding to the Customer the remuneration paid by it, less reasonable compensation for the use made. The Customer has no other claims against Adivera in the event of infringement of industrial property rights.
- c. Adivera cannot be held liable for infringements of industrial property rights where a claim arises from the use of Services in accordance with the Service Description in combination with services (hardware and software) which were not supplied by Adivera, or where an infringement of industrial property rights is attributable to modifications of Adivera's Services by the Customer or third parties.
- d. For infringements of industrial property rights through deliveries and services of third-party suppliers, the provisions of those suppliers on infringements of industrial property rights apply. Adivera cannot be held liable for such infringements.

12 Confidentiality

Both parties are obliged, including beyond the duration of the contractual relationship, to keep secret all manufacturing and business secrets made accessible to them as well as all other confidential information, data and documents received or perceived in connection with the submission of quotations, the preparation of the provision of Services, the contract negotiations or the performance of the contract, and to use them only within the framework of the contractual relationship. The parties have the right, subject to compliance with the confidentiality obligations, to communicate publicly about the cooperation and the content of the cooperation.

13 Data Protection

13.1 Principle

Both parties undertake to comply with the data protection law provisions applicable to them, in particular the Swiss Federal Act on Data Protection (FADP) and the Data Protection Ordinance (DPO) as well as – insofar as applicable – the EU General Data Protection Regulation (GDPR).

13.2 Processing as Controller

Adivera processes personal data of the Customer's employees and contact persons (in particular contact and communication data) as controller, insofar as this is necessary for the conclusion and performance of the contract, invoicing, the maintenance of the business relationship and compliance with statutory obligations. Further information on the processing of personal data by Adivera can be found in the privacy policy as amended from time to time at adivera.com. The privacy policy serves for information purposes and does not form part of the contract.

13.3 Processing on Behalf of the Customer

Where Adivera processes personal data on behalf of the Customer within the scope of the provision of Services (e.g. in the hosting, operation, support or maintenance of the Customer's systems and applications), the Customer is the controller and Adivera the processor within the meaning of Art. 5 lit. j and Art. 9 FADP. In this case the parties conclude a separate Data Processing Agreement (DPA) governing the subject matter, scope, nature and purpose of the processing, the categories of personal data and data subjects, as well as the mutual rights and obligations. The DPA takes precedence over this Section 13 within the scope of its application.

13.4 Obligations of the Customer as Controller

The Customer remains responsible for the lawfulness of the processing of the personal data provided by it or on its behalf. In particular, it ensures that there is a sufficient legal basis for the processing by

Adivera and that the data subjects have been informed to the extent required. The Customer determines the purpose and means of the processing of the personal data falling within its area of responsibility.

13.5 Data Security

Adivera takes appropriate technical and organisational measures in accordance with Art. 8 FADP and Art. 1 et seq. DPO in order to ensure the confidentiality, integrity and availability of the personal data processed.

13.6 Engagement of Sub-Processors

The engagement of sub-processors by Adivera within the scope of processing on behalf of the Customer is governed by the respective DPA and requires the Customer's prior authorisation in accordance with Art. 9 para. 3 FADP.

13.7 Disclosure Abroad

Personal data is disclosed abroad only in accordance with Art. 16 et seq. FADP, i.e. to states with an adequate level of data protection pursuant to Annex 1 DPO (including to companies in the USA certified under the Swiss-U.S. Data Privacy Framework) or on the basis of appropriate safeguards, in particular standard data protection clauses, or another statutorily provided basis.

13.8 Notification of Data Security Breaches

The parties inform each other without delay of data security breaches affecting personal data from the other party's area of responsibility, and support each other in complying with any statutory notification obligations.

14 Warranty

- a. Adivera warrants to the Customer the careful provision of its Services in conformity with the contract. Adivera bears responsibility for the result only where this is expressly stipulated. Adivera cannot warrant that the Products delivered by it or the systems supported by it can be used uninterruptedly and free of defects in all desired combinations.
- b. The warranty is furthermore excluded in the case of defects and malfunctions for which Adivera is not responsible, such as natural wear and tear, chance events, force majeure, improper handling, interventions by the Customer or third parties, excessive use, unsuitable operating materials or extreme environmental influences. The warranty is excluded in particular where a defect is attributable to third-party interference or to a malfunction of the infrastructure used by the Customer, or where the Customer or third parties intervene in hardware or software or manipulate or modify it without first obtaining Adivera's written consent. If the Customer takes Products abroad, Adivera is likewise released from any warranty.
- c. If a warranty case exists, Adivera remedies any defects at its own discretion (e.g. rectification, replacement delivery). If Adivera is unable to remedy the defects within a reasonable period, the Customer is entitled to a reduction of the remuneration paid for the Service concerned, or, if the diminution in value reaches the amount of the remuneration paid, to a refund of the remuneration less reasonable compensation for the use made, against return of the Service concerned. Warranty claims must be asserted in writing within 10 days after the occurrence of a warranty case, stating precisely the defect and the circumstances of its occurrence. Services of Adivera which go beyond the scope of the Customer's warranty claims are rendered by Adivera where possible and invoiced in accordance with the price lists applicable from time to time.
- d. For services and deliveries of third-party manufacturers, their warranty provisions and terms and conditions apply exclusively.

15 Liability

- a. Adivera is liable for damage to property, personal injury and financial loss up to a maximum amount of CHF 2'500'000.–. Any liability of Adivera for slight negligence is excluded in every case. Mandatory statutory liability provisions, in particular under the Product Liability Act, remain reserved.
- b. Adivera's liability for auxiliary persons is excluded.
- c. Any liability or obligation in connection with the provision of Services by Adivera for other damage, in particular indirect damage, consequential damage such as lost profit, savings not realised, additional expenditure or third-party claims or loss of data, as well as for damage arising from late delivery, is expressly excluded to the extent legally permissible. Adivera is furthermore not liable for damage caused by chance events, by force majeure, by third parties or on a non-contractual basis.
- d. In the case of Third-Party Products, the manufacturer's provisions apply. Adivera disclaims any liability for claims arising from the failure or faulty functioning of Third-Party Products (for example service costs for the renewed removal and installation of software/hardware). Adivera undertakes towards the Customer to provide regular information on the progress of orders and project work and to give notice of circumstances which could jeopardise performance in conformity with the contract. Adivera is in no way liable for the provision of services by third-party suppliers. Adivera may, in consultation with and for the account of the Customer, assert contractual claims against third-party suppliers.

16 Force Majeure

If a party is unable, despite all due care, to meet its contractual obligations owing to force majeure such as natural events of particular intensity, acts of war, strikes, unforeseeable official restrictions, etc., performance of the contract is postponed in accordance with the event which has occurred.

17 Export

The export of Products which are subject to an export ban imposed by the Import and Export Division of the Swiss Federal Department of Economic Affairs or by corresponding foreign authorities is prohibited. The Customer undertakes to comply with such export bans.

18 Loyalty

The employment of, or the direct engagement in any form of services from, Adivera employees entrusted with the performance of Services, as well as sub-suppliers or subcontractors of Adivera, by the Customer during and within one year after completion of the relevant performance of the contract requires the prior written consent of Adivera. In the event of a breach of this provision, a contractual penalty in the amount of CHF 100'000.– is owed to Adivera (for recruitment and induction costs incurred).

19 Amendments and Termination

19.1 Amendments

Unless a special amendment process is provided for in the Service Descriptions, the parties may agree amendments to the Service Description in writing at any time. In all other respects, Adivera notifies the Customer in good time of amendments to the GTC, the order modalities, the contracts and agreements. Amendments entitle the Customer to terminate the contract within the ordinary notice period. In the absence of termination within this period, the amendments are deemed approved by the Customer.

19.2 Termination

Contracts of indefinite duration may be terminated in writing by either party subject to one month's notice. In the case of fixed-term contracts, the contract term is automatically extended by a further year unless the contract is terminated subject to one month's notice before expiry of the contract term. Deviating agreements of the parties remain reserved. Adivera may terminate contracts at any time without notice by notification to the Customer and/or suspend its Services and deliveries if the Customer breaches a material contractual provision, undertakes or tolerates illegal or offensive activities in connection with the use of Adivera's Services, is in default with the payment of invoice amounts, becomes insolvent, is subject to enforcement measures, or if its financial situation otherwise changes in such a way that Adivera's rights are jeopardised.

20 Severability

Should individual provisions of these GTC be invalid or ineffective, this has no effect on the effectiveness of the remaining provisions and of the GTC as a whole. In such a case the parties will endeavour to replace the invalid or contestable provision with another valid and enforceable arrangement which comes as close as possible to the legal and economic substance of the provision set aside. The same applies to the filling of gaps in the contract.

21 Amicable Settlement

Both contracting parties undertake, in the event of differences of opinion, to make an attempt at an amicable settlement before recourse to the courts, and to give the other party at least sufficient opportunity to submit a written statement of position.

22 Applicable Law and Place of Jurisdiction

All legal relationships between customers and Adivera are subject to Swiss law. The exclusive place of jurisdiction is Adivera's registered office. Adivera has the right to bring proceedings against the Customer at the place of jurisdiction of the Customer's registered office.

Zurich, 1 October 2026

Adivera AG