

General Terms and Conditions of Purchase of cablex

1 Subject matter

(1) These General Terms and Conditions (hereinafter referred to as „GTC“) govern the general aspects of the business relationship for all deliveries (including licences, goods, works) and services (hereinafter collectively referred to as „services“) of the Supplier to cablex (in-house requirements or requirements of cablex customers).

(2) The services shall be agreed upon by the Parties by mutual signing of contract documents or via the various ordering systems. These GTC represent an integral part of the respective contracts. Insofar as reference is made below to „contract“, this shall apply to the aforementioned contract documents and these GTC.

(3) The general terms and conditions of the Supplier are explicitly excluded. In particular, terms of contract deviating from these GTC to which the Supplier refers in declarations, namely offers, order confirmations, data carriers or in the case of software installations (the latter also if „Accept“ or the like must be selected during the software installation so that the installation is technically possible at all) shall only be valid if cablex has expressly accepted them in writing. Even in this case, they shall only apply to the respective contract.

(4) If it is necessary for the provision of services by the Supplier that cablex or its customers accept the licence terms or terms of use of a third-party product in their own name, the Supplier shall disclose this in the contract and have the corresponding licence terms or terms of use approved by cablex prior to the conclusion of the contract.

2 Offer of the Supplier

(1) The offer shall be prepared free of charge based on the request for quotation by cablex. If the offer deviates from the request for quotation, this shall be expressly indicated in the offer.

(2) The offer shall be binding for the period specified in the request for quotation. In the absence of a corresponding information, a period of at least four months from receipt of the offer shall apply.

(3) Until the contract is signed or the offer is accepted, cablex may terminate the contract negotiations or the corresponding tender without financial consequences.

3 Services of the Supplier

(1) The Supplier shall provide the services in accordance with the provisions of the contract as well as in accordance with the recognised and current state of the art.

(2) The Supplier shall endeavour to provide its services even if cablex fails to comply with its contractually agreed obligations to supply, support and cooperate. In this case, the Supplier shall immediately inform cablex in writing and set a reasonable deadline for the subsequent fulfilment of the non-fulfilled or improperly fulfilled supply, support and cooperation obligations and indicate which consequences cablex may expect in case of non-fulfilment within the set grace period.

(3) The Supplier shall provide cablex with complete documentation, including operating and installation instructions and required product safety certificates, e.g. declarations of conformity, safety data sheets. Unless otherwise agreed, the documents shall be provided in the 3 national languages of Switzerland (DE, FR, IT). cablex may copy and use the documents for the contractual purpose and in particular pass on documents intended for the end customer to the end customer.

(4) At the request of cablex, the Supplier shall conduct training for cablex and/or for customers of cablex. The type and scope as well as any remuneration shall be agreed separately.

(5) If the contract does not contain any specific details, the Supplier may organise the provision of services as it sees fit. However, it is obliged to coordinate with other involved parties and cablex, insofar as the project in question requires this.

4 Place of performance

(1) The services shall be rendered at the place of performance specified in the contract. If no place is specified, the place of performance shall be either the place of installation or delivery or, in the absence thereof, at the registered office of cablex, depending on the service.

(2) Goods from outside Switzerland shall be delivered DDP (Incoterms 2020).

(3) Benefits and risks shall pass to cablex upon acceptance of the delivery at the place of performance.

5 Applicable laws and regulatory requirements

(1) The Supplier warrants that it or its services comply with the applicable laws and regulatory requirements, in particular with respect to data protection, safety, environmental protection and health requirements, as well as export and import regulations, including those of the United States of America. It shall furnish the required evidence at any time at the request of cablex.

(2) If there are any indications of failure to comply with the applicable laws and regulatory requirements or said compliance is at risk, the Supplier shall inform cablex without undue delay of this circumstance, as well as of any measures already taken (e.g. recall).

(3) The Supplier shall inform cablex prior to the conclusion of the contract about country-specific approval requirements and shall ensure all contractually agreed approvals, inspections and permits required for the intended use of the service at its own expense.

Likewise, the Supplier shall inform cablex in writing of any re-export obligations assumed by it and to be transferred to cablex. If restrictions under approval regulations or concerning re-export are not communicated or only after conclusion of the contract, cablex is entitled to withdraw from the contract or from the respective part thereof.

6 Engagement of third parties / deployment of employees

6.1 Engagement of third parties

(1) The engagement of third parties (subcontractors, sub-suppliers, etc.) by the Supplier, their replacement, as well as the change of the Supplier's production sites shall only be permissible with the prior written consent of cablex, where-by such consent may only be refused for good cause.

(2) The Supplier shall remain responsible and liable to cablex for the performance of the services even if third parties engaged. The Supplier shall ensure that all subcontracts awarded enable the Supplier to meet its obligations towards cablex without restrictions.

6.2 Deployment of employees

(1) The Supplier shall only use carefully selected and well-trained employees or other auxiliary persons (hereinafter referred to as „personnel“) who are suitable for the performance of the contract. At the request of cablex, the Supplier shall within a reasonable period replace any personnel who do not possess the required expertise or who in any other way negatively affect the performance of the contract.

(2) The Supplier undertakes to obtain all necessary permits for its activities and the deployment of its personnel or third parties contracted by it for the duration of the provision of services and to comply with all applicable laws. This includes the following in particular:

- The Supplier shall register itself and its personnel with the tax authorities and social security institutions as necessary. cablex shall not owe any social security benefits (OASI, DI, ALV, etc.) or other compensation (in case of accident, illness, invalidity, death, etc.) for the Supplier and his personnel.

- The Supplier undertakes to obtain all necessary work and residence permits for the deployment of foreign nationals prior to the commencement of the provision of services and to submit these at the request of cablex.

(3) In case of on-site assignments, the Supplier undertakes to comply with all operational regulations brought to its attention by cablex or its customers, and to impose the same obligation on its employees and any contracted third parties.

(4) The Supplier undertakes to comply with the requirements of the SECO as well as the provisions of the Posted Workers Act.

7 Remuneration and expenses

(1) The remuneration includes all services to be rendered by the Supplier, in particular installation, test and documentation costs, instructions costs, expenses and ancillary costs, licence fees (also those of any third parties), packaging, transport and insurance costs, as well as public-law dues (e.g. advance recycling fees and customs duties) excluding any Swiss value added tax.

(2) If the services are subject to Swiss VAT, the Supplier shall issue its invoices in accordance with the provisions of the Swiss VAT Act.

(3) The Supplier shall invoice cablex after acceptance or delivery. In the event that payment for the services is made on a time and material basis, cablex shall owe payment on a monthly basis for the work performed. Invoices shall be issued on the basis of approved reports based on the work actually performed. Reports must be submitted to cablex for approval prior to invoicing. Unless otherwise agreed, payment is due within 30 days net following receipt of the invoice.

(4) The Supplier undertakes to notify cablex in writing in case of a foreseeable overrun of an agreed cost estimate. Notification must take place at the latest before reaching 80% of the cost estimate. The notification must contain details of the reason for the expected cost overrun, as well as information on the additional expenditure. The Supplier shall take all necessary measures to ensure that the original cost estimate can be adhered to.

(5) If a cost ceiling has been agreed, this shall be deemed to be a binding upper limit.

8 Duty to inform

The Supplier shall inform cablex promptly of all circumstances, developments, incidents and findings which may be of importance for cablex or its customers in connection with the performance of the contracts or for the contractual relationship as a whole, provided that this is not precluded by any statutory or contractual confidentiality obligations.

9 Acceptance procedure

9.1 General

(1) If the subject matter of the contractual services involves results, the Supplier's obligation to perform shall only be fulfilled upon acceptance of these results by cablex. An acceptance test shall be carried out by cablex prior to the declaration of acceptance. A written acceptance report shall be prepared based on the acceptance test and its result, which shall be signed by both parties. The Supplier shall immediately notify cablex of any circumstances that jeopardise the contractual delivery. This also includes changes of production sites and sub-suppliers.

(2) If the contract does not specify any acceptance deadlines, the Supplier shall make the results available for acceptance in such a timely manner that the commissioning of the results in accordance with the agreed overall planning can be ensured.

(3) If the parties agree on the acceptance of partial results, such acceptance shall be subject to the final acceptance in each case. Any declarations by cablex in connection with an acceptance of partial results as well as the payment of invoices shall not constitute legally binding acceptance. Acceptance of the delivered concept shall also take place exclusively subject to feasibility, the assessment of which shall take place within the scope of the final acceptance.

(4) The warranty periods shall commence upon successful final acceptance.

(5) If no acceptance test takes place, the delivery items shall be deemed accepted once they have been in successful productive use for at least 60 days.

(6) The Supplier shall comply with operational requirements of cablex or the end customer, in particular with the safety regulations and the house rules, which shall be made available to it upon request.

9.2 Acceptance criteria

(1) If the contract does not specify how acceptance is to take place, the acceptance criteria shall result from the contractual service descriptions themselves. In the absence of a detailed service description, the acceptance criteria shall result from the intended use.

9.3 Failure of acceptance

(1) The acceptance shall be postponed if the acceptance test reveals at least one significant defect. The Supplier shall remedy the defects found within a reasonable period and make the delivery item concerned available again for acceptance by cablex.

(2) If at least one significant defect is detected during a further acceptance test, cablex shall be entitled to withdraw from the contract. Alternatively, cablex may adhere to the contract and withdraw from the affected part of the service. In addition, cablex has the right to continue to insist

on rectification of the significant defects by the Supplier, to reduce the remuneration by an amount corresponding to the reduced value or to demand the source code and/or the necessary documents and documentation and to carry out the corresponding measures itself or to have them carried out by a third party at the expense and risk of the Supplier.

(3) Insignificant defects do not entitle cablex to refuse acceptance. However, these defects shall be remedied by the Supplier within a reasonable period set by cablex.

10 Warranty / Defect-related rights

10.1 In general

(1) The Supplier warrants that its services exhibit the agreed material and legal properties required for the intended use and comply with all assurances and agreed specifications. The Supplier shall perform its services professionally and carefully. For maintenance and support services, as well as operating services (incl. XaaS), the Supplier shall additionally guarantee compliance with the agreed service levels.

(2) The defect-related rights shall expire within two years of acceptance of results or acceptance of deliveries, in the case of standard software within 180 days of commissioning. The corresponding warranty period shall start anew in the case of replaced or exchanged devices and repaired components.

(3) Fraudulently concealed defects may be asserted for a period of ten years and the warranty rights shall expire accordingly within ten years. At the request of cablex, the Supplier shall maintain and service the hardware and software for at least four years after the expiry of the limitation period for the defect-related rights.

(4) Notice of defects must be given within 60 days following their discovery. cablex shall set a reasonable deadline for the Supplier to remedy the defect.

(5) The assertion of claims for damages by cablex remains reserved in any case.

10.2 Defect-related rights when purchasing goods and licences

(1) In the event of a defect, cablex may at its option reduce the remuneration corresponding to the reduced value, withdraw from the contract in whole or in part or demand goods free of defects (replacement delivery). Replacement deliveries shall be made with goods of the same type with the same or a newer version with guaranteed compatibility. The Supplier must in principle deliver a replacement delivery at the desired place of delivery within five working days from notification by cablex. If the Supplier is unable to meet the deadline for a replacement delivery, it must inform cablex without delay in writing.

(2) If there is a serial defect, i.e. if at least 3% of all identical or similar goods (model, product series, or similar) exhibit the same or similar defects during the warranty period, the Supplier shall be obliged to replace all goods with defect-free

goods with the same contractually agreed performance characteristics within a reasonable period. cablex has the option to demand a waiver of the statute of limitations for a period of at least two years from the Supplier instead of a complete replacement of the goods and to initially assert defect-related rights only for the defective items without waiving a later assertion of the claim for the replacement of all goods.

10.3 Defect-related rights for servicing and maintenance and operating services

In the event of a defect, the consequences shall be governed by the provisions for services provided under a contract for work and services (pursuant to Section 10.4), whereby the right to extraordinary termination in whole or in part shall replace the right to rescind the contract. In addition, the contractually agreed consequences for service level violations shall apply.

10.4 Defect-related rights for services provided under a contract for work and services

(1) In the event of a defect, cablex may initially only demand rectification free of charge. The Supplier shall remedy the defect within a period appropriate to the cause of the defect and shall bear all costs arising therefrom. If the defect can only be remedied by manufacturing or reprogramming a new product or service, the right to rectification shall also include the right to remanufacture or reprogram.

(2) If the Supplier has failed to remedy the defect, has failed to remedy the defect successfully or has failed to remedy the defect within a reasonable period, cablex may, at its option, either reduce the remuneration corresponding to the reduced value or

(b) demand the source code and/or the necessary documents and documentation and carry out the corresponding measures itself or have them carried out by a third party at the expense and risk of the Supplier or,

(c) in the event of significant defects, withdraw from the contract in whole or in part.

10.5 Warranty of title

(1) The Supplier warrants that its services do not infringe any third-party intellectual property rights. The Supplier shall immediately defend against third-party claims due to the infringement of intellectual property rights at its own expense and risk. If a third party seeks to take legal action against the Supplier, the latter shall inform cablex without delay in writing. If a third party asserts the claims directly against cablex or its customers, the Supplier shall participate in the dispute at the first request of cablex in accordance with the possibilities of the relevant rules of procedure. The Supplier undertakes to bear the full costs (including compensation for damages) incurred by cablex or its customers from the litigation and any out-of-court settlement of the dispute. In

the event of an out-of-court settlement, the Supplier shall assume the agreed payment to the third party if the Supplier has agreed to this in advance.

(2) If cablex or its customers are prevented from using the contractually owed services in whole or in part due to property right claims asserted by third parties, the Supplier shall have the choice of either modifying its services in such a way that they no longer infringe any third-party rights and still correspond to the contractually owed scope of services or procuring a licence from the third party at its own expense. If the Supplier does not implement any of these options within a reasonable period of time, cablex may withdraw from the contract with immediate effect. The Supplier shall indemnify cablex and its customers. Insofar as cablex or its customers are responsible for the infringement of intellectual property rights, claims against the Supplier are excluded.

11 Default

(1) If the Supplier fails to meet a fixed deadline for important reasons, then fails also to meet a second agreed deadline (hard milestone/fixed date and time with an absolute expiry date), it shall automatically be in default. In all other cases, default shall occur after expiry of a reasonable grace period set by cablex in a written reminder (e-mail is sufficient).

(2) If the Supplier is in default, it shall owe a payment unless it can prove that it is not at fault. The payment shall amount to 0.2% of the total remuneration per day of delay (in case of recurring remuneration, 0.2% of an annual remuneration), however, per case to a maximum of 10% of the total remuneration, respectively of an annual remuneration. It is also owed if the service is accepted without reservation. This payment does not release the Supplier from its contractual service obligations, nor from compensation for further damages. The payment shall be offset against the compensation payment in connection with the delay pursuant to Section 18 of these GTC, but shall be owed in case of delay irrespective of the awarding of damages by a competent court.

(3) If cablex does not meet its obligations in due time, the parties shall endeavour to catch up on any arrears. If this is not possible, missed deadlines caused by cablex shall lead to a postponement of the corresponding deadlines.

12 Intellectual property rights

12.1 Newly created intellectual property rights

(1) All new intellectual property rights, including the source code and the complete documentation, created within the scope of the performance of the contract shall be transferred to cablex unencumbered and free of third-party rights at the moment of their creation. The Supplier and contracted third parties undertake to perform all actions necessary for this and to submit corresponding legal declarations to the required extent in due form. Any associated costs are compensated with the remuneration.

(2) If intangible property rights to standard software extensions arise in the course of the performance of the contract and cablex grants the Supplier the property rights thereto, cablex shall in any case retain the same rights of use to the extensions as to the standard software. In addition, the Supplier shall provide maintenance of these extensions to the same extent as for the standard software without additional remuneration.

12.2 Pre-existing intellectual property rights

(1) Unless otherwise provided for in the contract, cablex shall acquire the perpetual, non-exclusive right to use pre-existing intellectual property rights which are included in the Supplier's service or which are necessary for the proper use of the service for itself, as well as to provide services or to grant rights of use to its customers.

(2) In the case of a perpetual right of use of pre-existing intangible property rights, cablex or their customers are authorised to resell the acquired rights of use to third parties, insofar as cablex or their customers relinquish their own use thereof.

(3) cablex and its customers may make copies of services protected by intellectual property rights for backup and archiving purposes.

(4) If cablex purchases software licences from the Supplier, cablex shall also acquire for itself or for its customers, in addition to the right to use the software on the hardware provided for in the contract or necessary for the intended use of the software, the right to use it on successor systems. During a failure of this hardware, cablex or its customers are entitled to use the software on replacement hardware without additional remuneration being required.

(5) If cablex purchases operating services (incl. XaaS) or maintenance and support services from the Supplier, cablex shall acquire for itself or for its customers the same rights to all services (in particular to new versions, patches, updates, upgrades, features, functionalities and extensions of the item to be maintained) as to the item of the operating or maintenance and support contract without additional remuneration being required.

(6) The Supplier warrants that it has the corresponding rights of use and distribution.

13 Free- and open-source software

If the Supplier's service includes free and open-source software (hereinafter „FOSS“), the following shall apply upon delivery and during the entire service life-cycle (e.g. updates, upgrades):

13.1 FOSS obligations of the Supplier

(1) The Supplier undertakes to provide complete licence documentation. This includes at least the name of the author, name and version of the FOSS (e.g. bootstrap-3.3.6.zip), the

applicable FOSS licence (e.g. MIT) and the origin of the FOSS (e.g. link to Github). cablex is authorised to link to or reproduce this information.

(2) If the Supplier develops products or services on behalf of cablex, the use of FOSS components under FOSS licences containing the obligation to place modifications and/or derivative works under the same licence terms (e.g. weak copyleft under MPL v2, strong copyleft under GPL, etc.) requires the prior written consent of cablex. This does not apply to unmodified FOSS under LGPL with a suitable shared library mechanism as defined in section 4(d)(1) LGPL v3 and under other licences with weak copyleft.

(3) Insofar as disclosure of the source code (including modifications, if any) of the FOSS is required by the applicable licence (e.g. MPL v2), the Supplier also undertakes to disclose the source code, either as part of the software, as a download or on a physical medium (e.g. CD/DVD).

13.2 FOSS warranty of the Supplier

(1) The Supplier warrants:

- that all applicable licences of the FOSS used are compatible with each other and that there are no licence conflicts,
- that all licence obligations of the applicable licences of the FOSS used are complied with (e.g. code adaptations are commented; licence texts, copyright statements, notice files are provided and accessible to users, etc.),
- that the use of the FOSS included in the service does not cause any proprietary software used in the service or in any cablex product to be subject to the terms of a FOSS licence (except for prior written authorisation pursuant to Section 13.1 of these GTC).

14 Interface information

The Supplier shall disclose to cablex free of charge all necessary interface information which cablex or its customers require for the operation (incl. maintenance and further development) of the hardware and software or their connection with other components (interoperability). cablex and its customers shall obtain the right to make copies insofar as necessary to achieve this purpose. Each whole or partial copy shall bear the intellectual property rights notices existing on the original. The intellectual property rights of the Supplier remain unaffected by this disclosure.

cablex is entitled to disclose the interface information to third parties, imposing the confidentiality obligations existing under these GTC, provided that the third party is obligated to use the information only for cablex or its customers.

15 Confidentiality and data protection

15.1 Contractual confidentiality obligations

(1) Both parties undertake to treat as confidential all information that is neither apparent nor generally accessible and that they learn about the other party or about its customers and business relations in connection with the provision of their services under the contracts or the contractual relationship.

(2) The parties undertake to make this information available to their employees, other auxiliary persons and contracted or other third parties only insofar as the contracts permit the parties to do so or the other party approves this in advance in writing. cablex is entitled to disclose the information within cablex, to commissioned third parties in Germany and abroad and- insofar as necessary in the context of the contract initiation and performance- to its customers

(3) The confidentiality obligation does not apply to information which:

- was already known to the other party before it was made available to it by the disclosing party;
- is generally known without the other party being is responsible for this;
- was legally disclosed to the other party by a third party and without restrictions on disclosure;
- was developed by the other party itself without using or referring to the confidential information of the disclosing party.

(4) The confidentiality obligation shall also extend to information already exchanged prior to the conclusion of the contract and shall continue after the end of the contract as long as a legitimate interest in confidentiality exists on the part of a party or its customers, as a rule for a period of at least three years after termination of the contractual relationship.

(5) Any publications by one party concerning the contractual relationship or specific services shall require the prior written consent of the other party.

15.2 Statutory confidentiality obligations

(1) The Supplier shall be obliged to keep secret any information of cablex or its customers which is protected by statutory confidentiality obligations. This applies in particular with regard to the business and industrial secrets of cablex and its customers, telecommunications secrecy, bank-client confidentiality, official secrecy, confidentiality obligations according to social security law and the Data Protection Act as well as the prohibition on the exploitation of insider information and price manipulation according to the Financial Market Infrastructure Act.

(2) The Supplier is aware that the violation of statutory confidentiality obligations may result in criminal penalties.

15.3 Data protection

(1) The personal data made accessible to the Supplier by cablex or its customers or viewable by the Supplier shall be subject to statutory data protection provisions. The Supplier shall ensure compliance with all related obligations.

(2) The purpose, subject matter and terms of the processing of personal data are stipulated in the contract. Insofar as the contract does not explicitly permit the processing of personal data abroad, permission for such processing shall apply exclusively in Switzerland or EU countries.

15.4 Common provisions

(1) Both parties undertake to process all information and personal data of the other party or its customers made available to them or accessible to them exclusively to the extent necessary for the performance of the contract.

(2) Notwithstanding the foregoing, either party may disclose information and personal data if and to the extent that disclosure is required by court order or statutory duty. The prerequisite is that the other party- to the extent permitted by law- is informed in advance in writing of the disclosure, the disclosing party cooperates with the other party with regard to the manner of disclosure and takes all reasonable measures and remedies to prevent the disclosure and to ensure confidential treatment of the information to be disclosed.

(3) Information and personal data no longer required for the performance of the contract and maintenance of the business relationship must be deleted, unless conflicting mandatory statutory retention obligations require otherwise. Each party shall take appropriate technical and organisational security measures in its respective area of responsibility to protect the information and personal data.

(4) If a party or its employees, other auxiliary persons or contracted third parties violate the above confidentiality or data protection obligations, the breaching party shall owe the other party a payment of CHF 50,000 for each violation, unless it proves that it is not at fault. The payment shall not release the breaching party from the aforementioned confidentiality and data protection obligations, nor from paying compensation for further damages. The payment shall be offset against any payment of damages in connection with the breach of confidentiality or data protection pursuant to Section 18 of these GTC, but shall be owed in the event of a breach of the confidentiality or data protection obligations irrespective of damages being awarded by a competent court.

16 System access

(1) Access to systems and the network of cablex or its customers is permitted exclusively using the access paths and access means explicitly provided by cablex.

(2) If the Supplier accesses systems or the network of cablex or its customers within the scope of the provision of services, it undertakes to comply with the provisions of the Security Annex and any other relevant security provisions. The Supplier is obliged to contractually transfer its duties to the contracted third parties accordingly.

(3) The parties shall designate the respective person responsible for access on both sides in the contract.

17 Services according to FINMA RS 2018/3

(1) Insofar as the Supplier, as a subcontractor of cablex, provides services to cablex customers that qualify as essential functions within the meaning of FINMA Circular 2018/3 (Outsourcing- Banks and Insurers) or insofar as it has access to bank client data, the Supplier undertakes to comply with all obligations under FINMA Circular 2018/3 and the related obligations under FINMA Circular 08/21, in particular Annex 3. Likewise, it shall provide all assurances and disclose all information required to comply with the aforementioned circulars.

(2) In this respect, cablex and its group companies, its internal audit department and external audit company, the end customer and its internal audit department and external audit company as well as FINMA shall have the unrestricted right of inspection and audit at any time.

(3) Likewise, the Supplier grants the respective end customer of the service a right of instruction and control, in particular also with regard to an inventory.

(4) The Supplier may not contract or substitute third parties (in particular subcontractors) for the fulfilment of its obligations, unless such third parties have been expressly approved by cablex in advance in writing. In deviation from Section 6.1 (1) of these GTC, this approval may be refused without giving reasons.

(5) The Supplier shall impose all obligations and assurances required to comply with the aforementioned FINMA circulars on any contracted third parties.

18 Liability

(1) In the event of a breach of contract, both parties shall be liable for the proven damage unless they are able to prove that they are not at fault. Liability is unlimited for damages caused intentionally and by gross negligence, as well as for personal injury, violation of third-party intellectual property rights, violation of confidentiality and data protection provisions, violation of product safety regulations and of provisions of the Security Annex, as well as other security provisions (including violation of conditions for accessing systems and the network of cablex or its customers).

(2) Liability of for loss of profit is excluded.

(3) The parties are liable for the conduct of their auxiliary persons and contracted third parties as for their own.

19 Assessment of delivery risks and sustainability, audit rights

(1) At the request of cablex, the Supplier shall disclose to cablex all information necessary to assess delivery risks. In addition, at the request of cablex, the Supplier shall conduct an assessment of Corporate Social Responsibility on a platform to be determined by cablex. The Supplier shall bear the expenses and costs incurred for this.

(2) cablex or a correspondingly commissioned external auditor subject to confidentiality obligations shall be entitled to verify compliance with the provisions of the contract by means of an audit during normal business hours. The Supplier shall provide the information, documentation and access required for this purpose while observing the legal or contractual confidentiality obligations towards other customers of the Supplier. The audit shall be announced in writing at least 20 days in advance, stating the subject of the audit.

(3) Each party shall bear its own internal costs and expenses in connection with the audit. cablex shall in principle bear any external costs in connection with an auditor commissioned by it. If the audit reveals that the Supplier has violated contractual obligations, the Supplier shall, in addition to any claims arising from the breach of contract, also bear cablex's external costs for the auditor commissioned by it. cablex shall not conduct such audits more than once per year without justified cause. Audit requirements due to legal and regulatory requirements on the part of cablex's customers or their supervisory authorities shall also be considered as justified cause, insofar as they also affect the services of the Supplier.

20 Term of contract and termination

(1) The contractual terms and termination arrangements shall apply subject to the right of extraordinary termination of a continuing obligation for good cause.

(2) In particular, the following shall be deemed to be good cause for the respective other party concerned:

- Non-compliance with statutory provisions or contractual confidentiality obligations and data protection provisions as well as essential security regulations, in particular unauthorised access to systems and the network of cablex or its customers by the Supplier or contracted third parties;
- Non-compliance with or violation of the provisions of residence, labour and social security or the the law on Recruitment and Hiring of Services Act by the Supplier;
- The official announcement of bankruptcy proceeding or a debt enforcement moratorium for a party.

(3) Continuing obligations shall be of unlimited duration unless otherwise agreed in the contract. Continuing obligations of unlimited duration may be terminated in writing by cablex subject to a notice period of one month and by the Supplier subject to a notice period of twelve months, in each case to the end of a month. If a minimum term has been agreed in the contract, termination is possible at the earliest at the end of the minimum term.

21 Consequences of termination

(1) Regardless of the reason for termination, the Supplier undertakes to support cablex in the necessary termination actions, including preparing any migrations in the service area of the contract.

(2) If, on the instruction of cablex, the Supplier provides services not covered by the contract or services beyond the date of termination, the contractually agreed conditions shall also apply.

22 Changes to the scope of services

(1) If a contracting party desires a change of contractual services, it shall notify the other party thereof in writing. The other contracting party shall immediately state whether the change is possible and what effects it will have in particular on the services to be rendered as well as on remuneration and deadlines. The Supplier may not refuse requests for changes by cablex if the change is objectively possible and the overall character of its service remains unchanged.

(2) The change to the scope of services and any adjustment of remunerations, deadlines and other articles of the contract shall be recorded in writing and signed by both parties prior to implementation.

23 Further provisions

(1) Supplements to and amendments of the contract shall only be valid if agreed in writing by the parties. This shall also apply to the cancellation of this written form requirement. Insofar as written form is required in the contract, comparable signature services of trust service providers recognised by cablex shall be deemed sufficient.

(2) Should individual provisions of the contract contain gaps or be legally invalid, this shall not affect the validity of the remaining provisions. In such a case, the parties shall agree to replace the provision concerned with a valid provision that most closely approximates the invalid provision in economic terms.

(3) All companies of the Swisscom Group may purchase services under the terms of the contract. All companies in which Swisscom (Switzerland) Ltd directly or indirectly holds at least 50% of the capital and voting rights shall be deemed to be companies of the Swisscom Group.

(4) The contractual relationship, as well as rights and obligations arising therefrom, may only be transferred or assigned to a third party with discharging effect with the prior written consent of the other contracting party. The written consent of the other contracting party shall also be obtained for the pledging of claims arising from the contractual relationship.

(5) If the transfer or assignment is to be made to a company of cablex, consent shall be deemed granted unless the Supplier objects in writing within 30 days from notification by cablex, stating important reasons.

24 Applicable law and place of jurisdiction

(1) The contractual relationship between the parties shall be governed exclusively by Swiss law. The Parties declare that the conflict of law rules of private international law and the United Nations Convention on the International Sale of Goods of 11 April 1980 shall not apply.

(2) The place of jurisdiction for any disputes arising from or in connection with the contractual relationship between the parties shall be exclusively the registered office of cablex. However, cablex may also sue the Supplier at the latter's place of business. cablex also reserves the right to file a third-party action against the Supplier at the court of the original proceedings in Switzerland.

Corporate Responsibility

cablex shall define the economic, ecological and social principles for its business activities. Accordingly, their compliance is also required from its direct suppliers as well as their sub-suppliers.

In accordance with its corporate values and its environmental and social policy, cablex expects its suppliers, and thus also its sub-suppliers, to discharge their social and the environmental responsibility. The focus is on the entire end-to-end supply chain from the manufacturer to the supply partner to the user to the disposal company. cablex aims to identify any entrepreneurial risk in order to be able to take measures if necessary. The requirements described below are also included as evaluation criteria in the supplier assessment system and supplier evaluation system of cablex.

Regular assessments of the overall service within the framework of the „Supplier evaluation“ lay the foundation for joint further development. These points are also checked by means of on-site audits.

In detail, cablex requires that its suppliers behave as follows in this sense:

- Employees with environmentally relevant activities have demonstrably received appropriate training.
- Continuous improvement in the environmental area is assessed by means of internal or external audits.
- The Supplier shall designate a person responsible for all environmental issues.
- The Supplier shall also implement the requirements mentioned here mutatis mutandis with its sub-suppliers.

Social responsibility

The Supplier demonstrates the following social commitment:

- Compliance with social law is reviewed regularly.
- The working conditions according to SA8000 standard, elements 1- 8 (child labour, forced labour, health and safety, freedom of association and right to collective bargaining, discrimination, disciplinary measures, working hours, remuneration) are complied with.
- Young people without specific expertise are also integrated into the workforce or trained first.
- Employees are offered various working model (e.g. part-time, teleworking, working from home).

- The employees have a say regarding the working conditions.
- In the event of redundancies/mass layoffs, a social plan is in place that is customary in the industry.
- The „Anti-Corruption Directive“ shall also be observed by the Suppliers.

Environmental management

The Supplier operates a certified environmental management system according to ISO 14001 or EMAS at a profit.

During the term of the contract, the Supplier shall inform cablex immediately in writing about:

- major changes to the EMS
- any acquisition, expiry or withdrawal of a certificate
- any failure of the repeat audit

In the absence of an ISO 14001/EMAS certificate, the Supplier shall guarantee the following activities at least:

- Compliance with environmental law is reviewed regularly.
- Work flows and procedures that may have an impact on the environment are documented (e.g. processes, checklists, work instructions).
- An environmental programme is in place and its implementation can be verified.
- Employees with environmentally relevant activities have demonstrably received appropriate training.
- Continuous improvement in the environmental area is assessed by means of internal or external audits.
- The Supplier shall designate a person responsible for all environmental issues.

The Supplier shall also implement the requirements mentioned here mutatis mutandis with its sub-suppliers.

The entire manufacturing process must be checked for environmental risks and possible measures must be taken. cablex must be informed about the result, as well as about the environmental risks.

Product ecology

General requirements that apply to all products:

- The Supplier shall ensure that all applicable environmental regulations are complied with in the production facility and in the supply chain.
- The Supplier shall ensure that the products themselves comply with Swiss law in all respects.
- The products and packaging shall be designed to be recyclable and fit for disposal. Recycled material shall be used where appropriate.
- The products must not contain any substances that are hazardous to health and must be environmentally compatible.
- Energy consumption- both of the product (where applicable) and for the production process- must be optimised.
- Emissions in the production process (gaseous, waste water, noise) must be kept to a minimum.
- Distribution and transport are to be carried out in an environmentally friendly and product-appropriate manner.