

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR ACCESS SERVICES

1. OBJECT OF AGREEMENT AND SCOPE

- 1.1 The conditions governing the provision of access services (such as translations, subtitles, audio description or speech-to-text interpreting) by SWISS TXT AG, a company registered in Biel/Bienne, Switzerland (and hereinafter referred to as «STXT») are definitively set out in the offer accepted by the customer (hereinafter, the «Offer») and the present General Terms and Conditions of Business (hereinafter also referred to as «T&Cs»).
- 1.2 Additions and amendments to the contractual relationship between STXT and the customer, which is based on the Offer and the T&Cs (hereinafter referred to as the «Contractual Relationship») can only be made if explicitly agreed in writing between STXT and the Customer. The application of the customer's General Terms and Conditions of Business or similar conditions is hereby explicitly excluded.
- 1.3 In the event of any contradictions between these T&Cs and the Offer, the provisions in the T&Cs will take precedence over the Offer, unless expressly stipulated otherwise in the Offer.
- 1.4 All information provided by STXT outside contractual relationships, and particularly information in brochures and other publications, is non-binding, without obligation, and to be regarded solely as an invitation to provide an offer, unless expressly stated otherwise in writing by STXT.

2. STXT'S OBLIGATIONS

- 2.1 STXT undertakes to provide the services described in the Offer and in these T&Cs. These services must be provided with due care.
- 2.2 STXT must endeavour to observe any deadlines set out in the Offer. Any claims by the customer resulting from delays, specifically including claims for compensation, are excluded unless explicitly provided otherwise in the Offer.
- 2.3 STXT is under no obligation to perform the services it must perform under the terms of the contractual relationship itself; it can commission third parties to carry out these services on its behalf without the agreement of the customer.

3. CUSTOMER'S OBLIGATIONS

- 3.1 The customer undertakes to support STXT as required in order for STXT to perform the services in accordance with the terms of the contractual relationship. Specifically, the customer is under an obligation to provide the required information, materiel and documents in a timely manner, and to nominate suitably qualified staff with the required specialist knowledge as points of contact. Further duties of cooperation to which the customer is subject may be stipulated in the Offer.
- 3.2 The customer is under an obligation at all times to perform its services in a professional manner, on time, and in accordance with quality requirements.

4. ACCEPTANCE

- 4.1 The Offer may provide for the outcomes of the work to be accepted.
- 4.2 In such cases, the outcomes of the work will be deemed to have been successfully delivered if the customer does not identify any significant defects. If significant defects are identified, the customer can refuse acceptance. Significant defects are defined as deviations from the requirements and functions forming the object of the contract, where they prevent or seriously impair the customer's ability to make use of the outcomes of the work as intended. Any deviations from the requirements and functions that do not constitute significant defects are categorised as minor defects.
- 4.3 Outcomes of work that have been used by the customer will be deemed to have been accepted.
- 4.4 SWISS TXT will rectify defects identified by the customer and asserted in writing, at its own expense and within a reasonable period of time. Minor defects may also be resolved after acceptance. Any claims by the customer that go beyond rectification of defects, and specifically claims for compensation, are excluded.
- 4.5 The customer's judicial remedies in the event of deficiencies as set out in the present Clause 4 are to be interpreted as definitive.

5. CHANGES TO THE SCOPE OF SERVICES

- 5.1 Each party to the contractual relationship may request changes to the scope of services in writing.
- 5.2 If the customer wishes to request a change, it must notify STXT in writing. Following receipt of the customer's notification, STXT will inform the customer in writing within a reasonable period of time as to whether the change is feasible, and what effect it will have on the services to be provided, the price, and timescales. The customer will then decide whether the change should be implemented.

- 5.3 All changes must be agreed in writing before they are implemented.
- 5.4 STXT will continue to carry out its work while the change request is being examined, unless there is a written agreement to the contrary between the parties to the contractual relationship.

6. COMPENSATION AND INVOICING

- 6.1 STXT will invoice the customer for the services carried out in accordance with the Offer.
- 6.2 All prices in the Offer are exclusive of VAT.
- 6.3 Any total price stated in the Offer should be interpreted as a guide price, and not as a fixed price, unless expressly provided to the contrary in the Offer. Should it become clear, in the course of fulfilment of the contractual relationship, that STXT cannot meet the guide price, STXT will inform the customer of this as soon as possible.
- 6.4 If a fixed price has been agreed between the parties, the customer can still be charged a fee in excess of this price if the originally agreed nature or scope of the services are changed, the services are based on inaccurate information provided by the customer, or the customer fails to fulfil its obligations to cooperate in a timely manner.
- 6.5 The customer will be invoiced by SWISS TXT for the services provided on a monthly basis, or after the service(s) concerned have been delivered. Invoices must be settled within 30 days of the date of the invoice. Default interest of 5% p.a. will apply after this deadline. No reminder is required. Any provisions to other effect in the Offer remain reserved.
- 6.6 STXT is under no obligation to provide services in accordance with the terms of the contractual relationship unless all services invoiced by STXT have been paid in full to STXT.

7. RIGHTS TO OUTCOMES OF WORK

- 7.1 All rights to outcomes of work arising in the course of the fulfilment of the contractual relationship (hereinafter referred to as «IP Rights») will remain with STXT. The contractual relationship does not cause any IP Rights to be transferred to the customer. Any provisions in the Offer to different effect remain reserved.

8. WARRANTY AND LIABILITY

- 8.1 STXT will provide the services in accordance with the terms of the contractual relationship, using suitably qualified staff and with the required level of care. Any other warranties on the part of STXT are hereby excluded, unless they are explicitly stated in the Offer or the present T&Cs.
- 8.2 The Parties are liable to each other only for damage caused with intent, or as a result of gross negligence, in connection with the contractual relationship. They will not be held liable for ancillary staff or any third parties. To the extent permitted by law, any further liability for damage directly or indirectly associated with the contractual relationship is hereby excluded. This disclaimer applies regardless of the legal grounds for the claims.

9. TERM OF CONTRACT AND TERMINATION

- 9.1 The contractual relationship comes into effect upon the acceptance of STXT's Offer by the customer, and ends when the contract is performed in full or terminated by one of the parties.
- 9.2 Unless otherwise provided in the Offer, any party can terminate the contractual relationship as at the end of any calendar month, with a notice period of 30 days.
- 9.3 Any of the parties can terminate the contractual relationship citing significant grounds, unless these significant grounds can be attributed to the party seeking termination. Specifically, the contractual relationship may be terminated citing significant grounds if any of the following events occurs:
- the futile seizure, insolvency, debt restructuring moratorium or bankruptcy of the other party;
 - if the other party is in arrears with respect to the fulfilment of a contractual obligation and fails to fulfil it within a grace period of 30 days following receipt of a written reminder.
- 9.4 Notice of termination in accordance with the present Clause 9 must be in writing.
- 9.5 If the contractual relationship is dissolved, the customer must compensate STXT for all services provided at the time of the dissolution. The relevant STXT invoice must be paid by the customer within 30 days of the date of invoice.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 The parties to the contractual relationship undertake to instruct their staff, and any third-parties operating on their behalf, to treat any documents that are marked as confidential, related to their business activities, and accessible to them, or of which they become aware in connection with the performance of the contract, with the same care and discretion as they would their own confidential documents. This duty of confidentiality applies for the duration of the contractual relationship, and after this relationship comes to end.
- 10.2 The duty of confidentiality does not apply to data that is publicly available, data of which the parties were demonstrably aware at the time it was disclosed, data that was developed by the parties independently, or data obtained by authorised third parties.
- 10.3 The parties undertake to comply with the provisions of data protection legislation.

11. FINAL PROVISIONS

- 11.1 STXT is authorised to represent the customer's name and logo, along with the outcome of work created or parts thereof, on the STXT website and in advertising material, and to use it for other purposes, including as a testimonial.
- 11.2 The customer is entitled to withhold payments or assert counter-claims only to the extent that its counter-claims are undisputed or have been legally established.
- 11.3 Faxes and e-mails are deemed to comply with the written form within the meaning of the terms of the contractual relationship.
- 11.4 In the event that one or more of the provisions of the terms of the contractual relationship should become void or ineffective, the remaining provisions will remain unaffected. Should a clause be void or ineffective, it must be replaced by a valid one that is as close as possible to the commercial intention of the ineffective one.
- 11.5 The contractual relationship is subject to Swiss material law. The application of conflict-of-law rules and international agreements is excluded.
- 11.6 The parties will attempt to resolve any disputes, differences of opinion or claims arising from, or in connection with, the object of the contract out of court. If these attempts do not succeed, the sole place of jurisdiction for any dispute will be Biel/Bienne.

Biel/Bienne, May 2021