General terms and conditions

§ 1 Applicability and conditions

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the conclusion, content, and execution of service contracts for example in Tele Account Management for existing clients, cold calling, telemarketing by Girgin Switzerland AG (hereinafter referred to as "GIRGIN") on behalf of the Client. GIRGIN and the Client hereinafter referred each as to the " contracting parties" and collectively as the "parties").
2. These GTCs shall be deemed to be an integral part of all services provided by GIRGIN, even if no express reference is made to them in the contract.
3. The version of the GTCs valid at the time of the conclusion of the contract shall apply in each case.
4. Amendments to the GTCs shall be notified to the Client in writing and shall be deemed to be agreed if the Client does not object to the amended conditions in writing within 14 days.
5. The client's GTCs are not accepted unless this is expressly agreed in writing between the contracting parties in the individual case.
6. Should there be any contradictions between the contract and these GTCs, the contract shall prevail first and the GTCs second.

§ 2 Offer and conclusion of the contract

1. The type and scope of the services correspond to the accepted offer by the Client or are stipulated in the contract.
2. Unless otherwise specified in the offer, GIRGIN shall remain bound for 30 days from the date of submission of the offer.
3. Additions, amendments, or subsidiary agreements to the contract shall be made in writing.

§ 3 Execution

1. GIRGIN is committed to the professional and careful execution of the contract. GIRGIN shall protect the interests of the client to the best of its knowledge and belief.
2. GIRGIN will keep the Client regularly informed of the progress of the work and will notify him of any circumstances that may affect performance in accordance with the contract. GIRGIN will inform the client of any noticeable deviations from the agreed workload, as well as of developments which, for technical or economic reasons, make a change to the agreed services appear appropriate.

§ 4 Duties of cooperation of the Client

1. The deadlines agreed with GIRGIN can only be met if the client provides all the necessary information, documents, access data and other required work equipment in a timely manner (on the dates agreed in advance) If this information is not provided in time, the deadlines will be extended accordingly.
2. In the event of non-compliance with the obligation to cooperate on the part of the Client, GIRGIN reserves the right to cancel the deadlines agreed with the Client for the service orders concerned or to cease work completely on the service concerned after setting a reasonable deadline. The working time spent by GIRGIN on the work order concerned up to this point will be charged. GIRGIN will not issue a pro rata or full time or value credit.

§ 5 Remuneration and payment deadlines

1. GIRGIN will provide the services at fixed prices or on a time and material basis with an upper limit on remuneration (cost ceiling). In its offer, GIRGIN shall specify the types of costs and cost rates.
2. Remuneration shall be made, exclusive of value added tax (VAT), in the agreed currency.
3. Invoices shall be issued monthly (after proof of the services rendered based on reports) in the case of remuneration on a time and material basis. In the case of fixed prices, the invoices shall be issued after the services have been rendered or in accordance with the payment plan, if such a plan has been agreed.
4. Expenses will be invoiced separately.
5. Invoices are to be paid within 10 days of receipt. Other payment terms must be agreed in advance and in writing.

§ 6 Default

1. The deadlines agreed upon in the contract are binding, but GIRGIN has the right to be granted a reasonable grace period.
2. If the contract is not fulfilled by the end of the grace period, the client may terminate the contract by written notice to GIRGIN.
3. If the client fails to pay on time, GIRGIN is entitled to charge 5% interest plus VAT from the relevant date.
4. GIRGIN is entitled to charge the Client additional credit, reminder, and collection fees in the event of outstanding payment amounts.

§ 7 Intellectual property

1. The contracting parties are obliged to check the documents (photos, logos, etc.) provided for the execution of the contract for any copyrights, trademark rights or other rights of third parties and guarantee that the documents are free of third-party rights and can therefore be used for the intended purpose. If claims are made by third parties, they shall indemnify and hold each other harmless.
2. The rights to the work results produced in fulfilment of the contract remain the property of GIRGIN. This includes concepts, approaches,

methods, models, processes, findings, ideas, and formats developed within the framework of the contractual relationship.
3. GIRGIN grants the Client a non-exclusive, transferable right of use for its own purposes in the pre-existing rights to the work results for an unlimited period. Other contractual provisions shall remain valid.
4. Both contracting parties are entitled to use and dispose of ideas, procedures and methods that are not legally protected and that form the basis of the services.

§ 8 Limitation of liability

1. GIRGIN commits itself to providing the Services with due care and diligence and to the best of its professional knowledge.
2. GIRGIN shall be liable to the Client under the contract exclusively for damage caused by gross negligence or willful misconduct. It accepts no liability whatsoever for loss of data and damage or for any damage arising therefrom.
3. Liability for slight and medium negligence as well as for consequential or indirect damages, for loss of profit and for auxiliary persons is excluded.

§ 9 Confidentiality and data protection

1. The contracting parties undertake to keep confidential facts and data which are neither public knowledge nor generally accessible. This obligation shall also be imposed on third parties involved. In case of doubt, facts and data shall be treated confidentially. Statutory duties of notification and information remain reserved.
2. Advertising and publications about project-specific services require the prior written consent of the contracting parties, as does the naming of the latter as a reference.

§ 10 Data protection

1. The contracting parties are aware that the conclusion and performance of the contract may lead to the processing of personal data within the terms of the applicable data protection legislation. When processing personal data, they undertake to comply with the applicable legal provisions, in particular the data protection and security provisions as well as the provisions on official or professional secrecy (Art. 320 or 321 Penal Code).
2. GIRGIN usually processes publicly available data of legal entities, simple information, and purpose-related knowledge that GIRGIN needs when acting regarding the set objectives. In this context, own CRM data is used as far as possible for the execution of the campaigns. Hosting of the SaaS CRM solution used with data storage in Switzerland. Certified according to ISO 20000, ISAE 3402, GDPR (data processor). Operation by the employees from the data centres. GIRGIN's hosting provider complies with all technical standards regarding data protection and is certified accordingly (Furthermore, the operator has the entire operation regularly inspected and certified by SGS). All processes comply with ISO standards 9001, 14001, 14064, 15504 and 27001).
3. If the client makes personal data available to GIRGIN for processing by GIRGIN, the customer remains responsible for the data processing. Before the start of the project, the client will contact GIRGIN for the conclusion of an order processing contract.

§ 11 Termination / Term

1. Either Contracting Party may terminate the contract, subject to the agreement of a minimum duration, with a notice period of 3 months in writing or by e-mail. If the contracting parties have agreed on a pilot phase, the contract may also be terminated at the end of this phase without notice.
2. Contracts concluded for a definite or indefinite period may be terminated without notice at any time in the event of serious breach of contract by the other Contracting Party. This is the case, for example, if the Client is in default of payment. In this case, the remuneration shall be calculated pro rata temporis. Claims for damages remain reserved.
3. If necessary, further modalities for the termination of the contract can be agreed between the contracting parties.

§ 12 Solicitation

GIRGIN's employees may not be employed or directly commissioned by the Client as employees or freelancers during the term of the contract and up to twelve months after its termination. The Client undertakes to pay a contractual penalty of CHF 45,000.00 per employee in the event of a breach of this provision.

§ 13 Place of performance

The services shall be provided on the facilities of GIRGIN. A different regulation in the contract is reserved.

§ 14 Severability clause

Should parts of the contract be null and void or become legally ineffective, the rest of the contract shall continue to apply. The contracting parties shall then interpret and structure the contract in such a way that the purpose intended by the void or legally ineffective parts is achieved as far as possible.

§ 15 Prohibition of assignment

The contracting parties are prohibited from assigning or transferring the contract or any rights or obligations under the contract in

whole or in part to any third Party without the prior written consent of the other Party.

§ 16 Applicable law and place of jurisdiction

Swiss law shall apply. The provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11.4.1980) are excluded. The exclusive place of jurisdiction is Wallisellen/ZH.

July 2022