General terms and conditions

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MS Direct AG

- hereinafter referred to as "MS Direct".

1. Validity and subject
These Terms and Conditions (GTC) govern the relationship between MS Direct and its clients and form part of all contracts concluded for the provision of services.

The GTC are based exclusively on Swiss law and apply within Switzerland. Amendments and ancillary agreements are only effective if confirmed in writing by MS Direct.

If individual written agreements in individual cases contradict these GTC, the individual written agreements shall take precedence. If these GTC contradict the client's general terms and conditions, the GTC of MS Direct shall take precedence over the client's GTC. Deviating provisions in the GTC of the client or third parties are only binding insofar as they have been expressly accepted in writing by MS Direct. Silence on the part of MS Direct regarding the client's general terms and conditions of business shall in no case be deemed to constitute recognition of or agreement to the client's general terms and conditions of business.

In all other respects, the provisions of the Swiss Code of Obligations on the simple contract (Art. 394 et seq. of the Swiss Code of Obligations) as well as other Swiss laws and ordinances shall apply in a subsidiary manner. Should any provision of this contract be or become invalid or should the contract contain a loophole, the legal validity of the remaining provisions shall remain unaffected thereby. In place of the invalid provisions, a valid provision shall be deemed to have been agreed from the outset which comes as close as possible to the economic purpose intended by the parties. The same shall apply in the event of a loophole.

These GTC shall apply as soon as they have become part of the contract with the client. This shall be the case if the GTC are expressly designated as an integral part of the contract, but also if MS Direct refers to the GTC, whether by enclosure or imprint on offers, order confirmations and invoices.

2. Offers of the contractor
As a full-service provider in customer relationship management and e-commerce, MS Direct offers services tailored to customer needs in the areas of CRM Solutions, Customer Services, Direct Marketing, E-Commerce Solutions and Logistic Services.

MS Direct shall be bound by offers made in writing or by e-mail for 90 calendar days, provided that the offers were made by a person authorized to represent MS Direct. If the client requests services that are not included in the offer, these will be offered additionally. The offer, including the presentation, shall be made free of charge, unless the parties have agreed otherwise.

All documents and concepts submitted with the offer remain the property of MS Direct. Third parties may not be granted access to the offer documents without consent. Section 12 of these General Terms and Conditions shall apply analogously.

An offer is accepted when the client declares this orally, in writing or by e-mail.

If the client wishes to make a change to the order confirmation, MS Direct shall inform the client within two weeks whether the change is possible and what effects it will have on the provision of services, deadlines and prices. In this case, MS Direct shall send the client a new order confirmation.

3. Dates
MS Direct undertakes to deliver the agreed services to the client on the dates specified in the order confirmation and/or in the individual contract, while the client undertakes to accept and pay for them at the specified time.

Deadlines and other contractual obligations may be postponed by MS Direct without cost consequences for MS Direct. MS Direct shall not be liable for the consequences of the postponement if this occurs due to obstacles beyond the control of MS Direct, such as natural events, mobilization, war, riots, pandemics, epidemics, shortages, accidents and illnesses to an extent that endangers the project work, operational disruptions, labor disputes, late or defective deliveries and official measures ("Force Majeur case"). As soon as the Force Majeure Event has been eliminated, MS Direct shall notify the client of the period within which MS Direct will perform its services.

In the event of other delays, the provisions set out in the order confirmation and/or the individual contract shall apply. MS Direct shall be obliged to inform the client promptly and without being requested to do so of all significant business transactions, delays and other operationally critical events occurring during business operations.

4. Contract fulfillment
The scope and performance of the service shall be governed by the offer / order confirmation, which shall form an integral part of the respective basic contracts.

Unless a special place of performance has been agreed by the parties or is evident from the nature of the transaction, the place of delivery shall be the registered office of MS Direct.

If MS Direct does not or only partially fulfil the processes stipulated in the contract, the client shall be obliged to notify MS Direct in writing of the defects within 5 working days of the defect becoming known. MS Direct shall be granted a grace period of at least 10 working days from the date of the complaint. Within this period, MS Direct must remedy the defect (rectify the defect).

If MS Direct has not remedied the deficiencies within this period and fulfilled its obligations in accordance with the regulations, the client shall issue a second complaint. If after a further 10 working days the defects have not been rectified/performed properly, the client shall be entitled to insist on further performance or optionally to withdraw from the contract. A claim for damages must be substantiated by the client. MS Direct shall be liable for damages if gross negligence can be proven.

5. Substitution / third party services
To fulfill the contract, MS Direct is entitled to involve third parties (substitution). In this case, MS Direct shall be liable exclusively for careful selection and instruction. Liability for auxiliary persons is excluded.

6. Remuneration and payment conditions
MS Direct provides its services at fixed prices or on a time and material basis. It shall state the cost types and cost rates in its offer. The prices are specified in the offer (excl. VAT). Invoicing shall be carried out with the applicable VAT rates shown separately per invoice.

Unless otherwise agreed, remuneration shall be invoiced monthly. Unless otherwise agreed, the invoiced services of MS Direct are due for payment within 10 calendar days (fixed business) after the invoice date without deductions or individually agreed arrangements.

7. Warranty and liability
MS Direct undertakes to exercise due care.

MS Direct shall only be liable - irrespective of the legal title, including default - for damage caused by gross negligence or intent. Liability for auxiliary persons of MS Direct is excluded. The client must provide proof of fault.

Within the scope of the above, MS Direct shall be liable exclusively for direct damage. No liability exists for indirect damage, contractual penalties, contractual damage, loss of profit, etc.

MS Direct is not liable for goods that have been delivered damaged, for goods that have exceeded their expiration date and for goods that have been contaminated by third parties as well as all damage caused thereby, whether to persons or property. Unless otherwise contractually agreed, MS Direct is under no obliga-

tion to inspect the delivered goods for damage, contamination, expiration dates or the like. Should MS Direct nevertheless become aware of such facts and incidents, MS Direct shall inform the client. The client shall indemnify MS Direct for any damage and claims by third parties because of these products.

MS Direct undertakes, to the best of its knowledge and belief, to comply with the principles of proper accounting and to observe commercial and legal documentation obligations. MS Direct shall grant the client access to the business data and documents relating to the client in person or electronically during normal business hours after giving reasonable prior notice. The client shall not have the right to inspect MS Direct's manufacturing or business premises.

MS Direct shall maintain sufficient uninterrupted insurance coverage for the following risks during the term of this contract:

a) claims for damages arising from or in connection with this contract up to an amount of CHF 5 million per damage event (public liability insurance);
b) further claims for damages, e.g. from fire, water, burglary, etc., in connection with this contract.

8. Handling of legal and damage cases
The contracting parties shall inform each other promptly and to the extent permissible of all court orders received by them and affecting the other contracting party, in particular default summonses and enforcement notices, lawsuits, etc., and shall forward all documents, information and statements required for proper processing. The same applies to letters and warnings from consumer protection organizations, competitors, competition associations and authorities.

Likewise, the contracting parties shall inform each other about all other circumstances that are of material importance. This includes cases of product liability, frequent occurrence of similar defects in the same product groups, damage reports from end customers, general customer complaints regarding advertising and catalog statements and/or customer complaints about advertising, telephone calls and data protection inquiries.

If MS Direct culpably fails to inform the client in whole or in part in the aforementioned cases, or if MS Direct fails to inform the client within a reasonable period of time, and if the client suffers damage for the aforementioned reasons, MS Direct's liability shall be governed by the aforementioned liability provisions.

9. Confidentiality and duty of secrecy
MS Direct undertakes to maintain confidentiality about all information from the sphere of influence of its clients that comes to its knowledge in connection with its services. It shall also pass on this obligation to its employees.

This provision shall continue to apply after termination of the contract.

The contracting parties undertake to keep confidential all documents and information, business and trade secrets which they receive for and/or in the performance of this agreement or in connection with this agreement, as well as the joint know-how, until they have become generally known or have been released for disclosure or have been made known by a third party beforehand.

In case of doubt, facts shall be treated confidentially. This duty of confidentiality already exists before the conclusion of the contract and continues after the end of the contractual relationship. Statutory requirements for clarification and information remain reserved.

MS Direct shall carefully store all business documents, working documents and data made available to it as well as other written documents, including its own records, which concern its activities based on this agreement or are related thereto, and shall protect them against inspection or use by unauthorized persons.

It is agreed that the client has the sole right of ownership, use and exploitation of the ("AG Data") provided by the client to MS Direct for the purpose of fulfilling the contract. The client grants MS Direct a non-exclusive, non-transferable right to use the AG Data for the duration of the cooperation, granted exclusively for the purpose of fulfilling the contract. MS Direct shall be obliged to surrender the AG Data to the client upon termination of this contract or upon request at an earlier point in time. Copies or other records of the AG Data must be anonymized at the same time as they are handed over, unless MS Direct is subject to a contractual or statutory obligation to retain them. The release of the AG Data shall be affected by means of storage of the AG Data on a CD-ROM or another data carrier to be agreed between the parties and transfer of ownership and delivery of the data carrier to the client. MS Direct is permitted to freely use the AG Data (in particular quantities, proportions, product goods, etc.) for statistical purposes beyond the term of the contract.

MS Direct undertakes not to publish or cause to be published at any time press reports or similar publications relating to the business relationship between the client and MS Direct, unless the client has expressly consented to this in writing in advance. The client expressly agrees to the use of its logo as a reference.

Advertising and publications about specific services in connection with this contractual relationship require the written consent of the contractual partner.

10. Compliance with the data protection law
The client shall only forward to MS Direct data that has been collected in accordance with the relevant provisions and in a lawful manner.

The client warrants that the obligations under data protection and privacy law (in particular the duty to inform) vis-à-vis the client regarding data processing by the client and MS Direct have been complied with in full.

The client expressly guarantees that clients have been informed about the use of personal data by MS Direct in the context of dispatch and returns management in accordance with the statutory provisions and have given their consent where necessary.

The contracting parties agree that MS Direct acts as the client's order processor. In particular, MS Direct shall not be deemed to be the data controller, as it merely processes data on behalf of the client. MS Direct has no autonomy in data processing.

MS Direct respects delivery obligations (e.g. Robinson list, star entry, etc.).

MS Direct grants the client and its authorized representatives the right to inspect and control the data protection and data and system security precautions taken at any time after prior notification.

11. Protection of the entrusted data assets
If MS Direct data are handed over on data carriers, the client is obliged to deliver them in a form that can be processed. In particular, the individual address fields and characteristics must be separated from one another and listed in a recognizable manner.

MS Direct's data preparation does not include any cleansing of the address databases. MS Direct ensures that its clients' data is adequately protected against unauthorized access and destruction. It also ensures this within the sphere of influence of any subcontractors commissioned by it.

12. Contractual penalty
The client acknowledges the competitive value and the confidential nature of the information and concepts received and developed during the performance of the contract, as well as the fact that MS Direct could suffer damage if this information and knowledge is disclosed to a third party.

The client therefore undertakes to pay a contractual penalty of 15% of the annual contract volume if third parties gain knowledge of the information, concepts, documents, etc. forwarded by MS Direct to the client through the client or through the client's auxiliary persons or subcon-

tractors.

MS Direct may continue to assert claims for damages in excess of the contractual penalty.

Payment of the contractual penalty does not release the client from the protection of the information received.

13. Intellectual property rights, ownership
All intellectual property rights (copyrights, patent rights, etc.) and other documents arising from the performance of the contract (provision of the service) belong to MS Direct, unless otherwise stipulated in the order confirmation or the individual contract.

The source codes on all products developed by MS Direct or a third party commissioned by MS Direct remain the unrestricted property of MS Direct.

MS Direct shall be entitled to all copyrights, rights of use, exploitation and ownership rights to the documents created during the performance of the service (in particular concepts and ideas, whether in image, sound, film or text form, exposés, treatments, drawings, plans, flow charts, telephony scripts, graphics and prototypes) as well as to all preliminary stages of the finished work. Insofar as these rights do not already fall to MS Direct by law, the client undertakes to arrange for the transfer of all rights to the ownership of MS Direct without reservation and free of charge. Full or partial reproduction, exploitation, any transfer to third parties, any type of processing, revision, alteration and/or publication by the client is not permitted and is only permitted with the written consent and financial compensation to be determined by MS Direct.

14. Cancellation
In the event of serious breaches of contract by one contractual partner, the other contractual partner may terminate the contractual relationship without notice. Claims for damages remain reserved. Before the client terminates the contractual relationship in accordance with this paragraph, it must grant MS Direct a reasonable period of time to rectify and/or eliminate the breach of contract.

If the termination of the contract was the fault of MS Direct (serious fault), the client may demand that MS Direct provide it with reasonable support in transferring this contract to a third party within a period of 3 months from the end of the contract. This also includes MS Direct providing the client and/or the third party with all data and information on current business transactions required for the transfer.

If MS Direct has terminated the contractual relationship due to the conduct of the client or if the client is responsible for the termination of the contract, the client shall not be entitled to any post-contractual acts of support (subject to MS Direct's duty to surrender).

All acts of support shall be fully compensated and may not be claimed as a separate claim for damages by the client.

15. Jurisdiction and applicable law
The place of jurisdiction for disputes arising from these GTC is the city of St. Gallen. Swiss law shall apply to all contractual relationships, to the exclusion of international law and conflict of laws.

The parties shall endeavor to settle any disputes arising from the implementation of these GTC amicably.

MS Direct AG



Milo Stössel
Group CEO, MS Direct AG

St. Gallen, in March 2023

These GTC are provided to each potential client with the offer and come into force insofar as they relate to this phase. In the order confirmation, MS Direct expressly points out that the GTC are thereby agreed and form an integral part of the mandate.