



General Terms and Conditions

of Dun & Bradstreet Switzerland Ltd.

October 2023

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SCOPE OF APPLICATION AND GENERAL PROVISIONS

1. Scope of application

The business relationship between Dun & Bradstreet Switzerland Ltd., Grossmattstrasse 9, 8902 Urdorf (hereinafter referred to as „Dun & Bradstreet“) and its contractual partners („Customers“) shall be governed exclusively by these General Terms and Conditions, including the applicable product-specific terms and conditions, in addition to the service agreement concluded with the Customer. In the event of contradictions and conflicts of regulations, any individual agreements made with the Customer, the content of the specific service contract, any product-specific terms and conditions and finally these General Terms and Conditions shall apply first.

Conflicting conditions of the Customer do not become part of the contract unless Dun & Bradstreet expressly agrees to their validity.

Should these General Terms and Conditions have been translated into different languages, the German-language version shall be deemed legally binding.

These General Terms and Conditions do not apply to customers who are acting as consumers when concluding the contract.

2. Contract conclusion and termination

Unless otherwise stated in the offer, Dun & Bradstreet offers are subject to change. The contract is concluded with the confirmation of the order (order confirmation) by Dun & Bradstreet, at the latest, however, with the provision of the service and is valid for the duration of one year, unless otherwise agreed.

The contract shall be tacitly renewed for a further year on expiry unless one party terminates the contract in writing by registered letter three months before the expiry of the contract period. Dun & Bradstreet's right to withdraw from the contract as a result of default in

payment (Clause 19) and in accordance with (Clause 15) remains reserved.

3. Processing of personal data for the implementation of the business relationship

Dun & Bradstreet processes personal data of the Customer for the performance of the business relationship. Details are summarised in the Privacy Policy, which can be found on Dun & Bradstreet's website (<https://www.dnb.com/en-ch/data-privacy/>) under the section „Privacy Policy“).

4. Right of representation

For the provision of services and in particular the settlement within the framework of a protection package and/or a credit check package or other specific services, all those employees of the Customer who communicate with Dun & Bradstreet orally, by telephone or in writing (by letter, fax or e-mail) are deemed to be authorised and empowered to represent the Customer towards Dun & Bradstreet, irrespective of the authorisation to sign according to the Commercial Register. Dun & Bradstreet must be notified in writing of any restrictions to this general power of representation. The Customer bears the risk for insufficient representation authority or missing legitimisation of his employees.

5. Applicable law

The business relationship between the Customer and Dun & Bradstreet is governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and legal norms that refer to another legal system.

6. Place of performance and jurisdiction

The place of performance is Urdorf. The place of jurisdiction for disputes arising from or in connection with the business relationship between Dun & Bradstreet and the Customer, irrespective of the legal basis, is Urdorf. Dun & Bradstreet is, however, also entitled to bring an action before the court having jurisdiction for

the Customer's place of business. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

7. Text form

Unless expressly agreed otherwise, the preparation of, amendments to or supplements to framework agreements or individual contracts must be in writing. This also applies with regard to an agreement to waive the written form requirement.

NATURE OF THE SERVICES AND RIGHTS OF USE

8. Content and scope of the services offered

Dun & Bradstreet's services may include:

1. the provision of data from the Dun & Bradstreet economic databases,
2. the procurement and provision of data collected individually for the Customer,
3. the brokerage of rights of use to third party databases,
4. the analysis and preparation of the Customer's own data, including, if necessary, its enrichment with data from the Dun & Bradstreet economic database or with data procured individually for the Customer

and related services, in particular the granting of rights of use and advisory services.

Dun & Bradstreet collects the data for its economic databases both through direct research (for example, through telephone interviews) and through submissions from cooperation partners (in addition to local contractual partners, these are in particular Dun & Bradstreet's international group companies and their affiliated companies), through evaluations of generally accessible registers, directories, official announcements and similar public sources, as well as through its own evaluations based on industry comparisons, average values, estimates and comparable calculation models. Due to the dependence on external data sources and the naturally constantly changing data inventory, the content offered may not always be up-to-date or complete despite careful selection and ongoing maintenance.

Unless otherwise expressly stipulated in the service agreement with the Customer, Dun & Bradstreet does not owe the production of specific information with a scope and content determined by the Customer in advance,

but the transmission of the query result as it exists and is available in the Dun & Bradstreet Business Database at the time of provision to the Customer. If the subject of the service is the brokerage of third-party data, Dun & Bradstreet's responsibility is limited to the proper selection of the third-party data owner, but not to the specific nature of the third-party data.

9. Characteristics and informative value of the performance

Statements in documentation, test and advertising materials are not to be understood as guarantees or assurances of special characteristics. Whether data obtained from Dun & Bradstreet meets the requirements for the Customer's intended use or is suitable for the Customer's intended use is the sole responsibility of the Customer. The same applies to the legal admissibility of the further processing of the data, in particular compliance with the legal provisions on data protection and unfair competition.

Dun & Bradstreet advises the Customer that:

1. addresses provided do not constitute confirmation of a current official registration address;
2. the provision of address and contact data is not tantamount to the consent of the addressee to receive advertising via the respective communication channel, unless the obtaining of such declarations of consent has been expressly agreed with the Customer as part of the service;
3. information on creditworthiness and solvency (referred to in the information product, inter alia, as „risk assessment“, „creditworthiness index“ or „credit recommendation“) is neither to be understood as a statement of fact or individual expert opinion nor as a rating within the meaning of the list of recognised rating agencies published by FINMA. Rather, they are pure value judgements based on mathematical-statistical analyses and automatically generated probability assessments („scoring“);
4. the score value, the rating and the classification into risk classes only offer the Customer decision-making aids. Decisions on the conclusion of a legal transaction and its economic framework conditions are made exclusively by the Customer. Recommendations are based on experience and are therefore without exception non-binding. Dun & Bradstreet does not assume any credit risk or liability in this context;

5. environmental Social Governance (ESG) disclosures are not individual expert assessments, but rather automatically calculated evaluative comparisons based on information available from Dun & Bradstreet about the company;
6. information on the person of the „beneficial owner“ or results on a sanctions list screening are not based on an individual search related to the particular individual case of the Customer, but on an automatic comparison of the data entered by the Customer against information from various databases, in particular databases of third parties. The matches resulting from the matching process are intended only as an aid to identify which person may meet the Customer’s search criteria, but do not claim to be complete or accurate. The Customer remains responsible for the final assessment and identification. Any transfer of statutory compliance checks incumbent on the Customer (for example in connection with the Money Laundering Act) to Dun & Bradstreet is not part of the contract and is always excluded.
7. stray mail and returns due to postal inaccuracies cannot be avoided and do not constitute a defect, provided that the error rate of 4% for private addresses and 2% for company addresses defined by Schweizerischer Dialogmarketing Verband (Swiss Dialog Marketing Association), which is customary in the industry, is not exceeded. Dun & Bradstreet will replace returns in accordance with the above industry standard error rates. In this case, the basic address price without postage will be reimbursed, provided that Dun & Bradstreet is sent the envelopes or cards bearing the relevant postal indications within eight weeks of delivery. This determines the number of returns and cleans up the addresses in Dun & Bradstreet’s database. Returns below the error rate of 2% (or 4% for private addresses), as well as returns with the note „acceptance refused“ or „not collected“ will not be reimbursed.

The Customer is aware that any assessments and information can only be snapshots and that the risk of the business relationship remains with the Customer in any case. Dun & Bradstreet recommends not to make business decisions dependent on the content of a single credit report, but to carry out one’s own plausibility checks and to consult other sources if necessary.

10. General terms and conditions of use

Unless otherwise provided for in any product-specific terms and conditions or the contractual agreements, Dun & Bradstreet grants the Customer rights of use to the following extent:

1. The Customer receives a simple, non-exclusive right to use the data provided by Dun & Bradstreet for the purpose specified in the contract.
2. Dun & Bradstreet’s services are aimed at contractual partners domiciled in Switzerland or the Principality of Liechtenstein. The exercise of the rights of use is only permitted for the Customer’s own needs. The Customer and the domestic employees belonging to its direct legal organisation as well as vicarious agents shall be entitled to use the data, provided that they merely act as agents of the Customer bound by instructions (e.g. order processors within the meaning of Art. 9 DPA). If users abroad are also to be included in the contract, the Customer shall inform Dun & Bradstreet of this in advance.
3. In the case of continuing obligations, the right of use exists for the duration of the contract; in all other cases, it entitles the user to use the data once in the immediate temporal context of their receipt. In the case of update deliveries, it always refers to the last version provided. After the end of the right of use, the Customer must refrain from using the data received from Dun & Bradstreet and delete the data from his or her computer without delay. The deletion must be confirmed to Dun & Bradstreet in writing without being requested to do so.

11. Copyright and trademark protection

The Customer acknowledges that the Dun & Bradstreet databases are a database work created by order of Dun & Bradstreet.

All intellectual property rights (copyrights, rights of use of data, rights to databases) to services provided by Dun & Bradstreet remain with Dun & Bradstreet, even insofar as the work results have been created by specifications or cooperation of the Customer, unless the contract concluded between the Customer and Dun & Bradstreet expressly provides otherwise (for example in the case of commissioned processing).

Trademarks, company logos, other marks or protective notices, copyright notices, serial numbers and all other features serving to identify Dun & Bradstreet may not be removed or altered. The Customer is prohibited from accessing the software in order to modify, copy or forge it or to influence or derive the source code of the software in any other form.

D-U-N-S® numbers are the property of Dun & Bradstreet, Inc. Dun & Bradstreet grants the Customer a non-exclusive licence to the D-U-N-S® numbers for identification purposes and internal business use. Wherever possible, the Customer shall identify the D-U-N-S® number as such and point out that D-U-N-S® is a registered trademark of Dun & Bradstreet, Inc.

12. Terms of use and obligations to cooperate in the event of data disclosure to Dun & Bradstreet

The Customer and all his employees undertake to comply with the provisions of the Swiss Data Protection Act (DPA) and its Data Protection Ordinance (DPO).

The Customer also undertakes to access sanction lists and PEP lists only if he is legally obliged to do so or can prove an overriding private or public interest within the meaning of Art. 31 Para. 1 DPA. The querying Customer undertakes to keep the physical proof of interest ready at all times for a possible spot check and to deliver it to Dun & Bradstreet within two weeks. Dun & Bradstreet reserves the right to check this on a random basis. For this purpose, the Customer shall keep suitable records of the legal reason for its requests for at least twelve months and make them available to Dun & Bradstreet upon request.

Insofar as the transmission of personal data is the subject of the provision of services, Dun & Bradstreet fulfils its obligation to notify the Customer of subsequent changes or processing restrictions to personal data by offering the Customer updates to the data obtained (also referred to as „notification“, „monitoring“, or similar, depending on the type of product). If the Customer does not make use of this or if no update option is available in the product he/she has obtained, the exercise of the rights of use is limited to the immediate temporal connection with the transmission of the personal data by Dun & Bradstreet to the Customer and ends at the latest one month after the transmission.

Customers who obtain personal data from Dun & Bradstreet in order to use the data to communicate with the data subject (in particular for advertising purposes)

must inform the data subject about Dun & Bradstreet as the source of the data and the possibility of obtaining further details about Dun & Bradstreet's data processing at the latest at the time of the first communication to the data subject (UCA/ DPA). The Customer can refer to the Dun & Bradstreet website (<https://www.dnb.com/en-ch/data-privacy/>). The separate areas of responsibility of the Customer as user of the data and Dun & Bradstreet as source of the data must be clearly recognisable. The Customer submitting data assumes the duty to inform Dun & Bradstreet pursuant to Art. 19 DPA.

13. Access to online services, availability

Dun & Bradstreet enables the Customer the factual-technical access to the contractual data, in particular in the automatic retrieval procedure via internet (online services). Both contracting parties are responsible for the technical infrastructure for data transfer and use falling within their sphere. Dun & Bradstreet informs the Customer about foreseeable technical impairments and rectifies faults immediately. Dun & Bradstreet does not guarantee the uninterrupted operation of its technical infrastructure; however, the online services are designed to be accessible around the clock, except during periods of temporary unavailability for maintenance, data backup or updating.

The Customer accesses the online services via a registration for which the Customer or his authorised users are provided with personal access data. The Customer is responsible for maintaining the confidentiality of the access data and must prevent its misuse. He is aware that any person who knows his or his users' access data can access Dun & Bradstreet services at the expense of his Customer account and is liable to Dun & Bradstreet for the conduct of all his users as for his own conduct.

The Customer will not attempt to reverse engineer the Dun & Bradstreet services or access, use, modify, copy or derive the source code of any software provided. Outside of those functions designated in software provided by Dun & Bradstreet for the export of information, the Customer will not systematically access or extract information from the software.

Dun & Bradstreet reserves the right to refuse access to online services if there are indications that the functionality or security of the services is impaired or the possibilities of Dun & Bradstreet are limited by technologies used by the Customer, to check the Customer's access authorisation and the permissibility of the type and scope of use (for example, in the case of access to

the Dun & Bradstreet systems from IP addresses that are recorded on generally accessible blacklists or if the Customer uses software that enables anonymisation of the user or disidentification of the usage behaviour). Dun & Bradstreet will inform the Customer of an intended blocking with a reasonable period of time for the opportunity to remedy the situation, unless the functional or security impairment is so severe that an immediate blocking of access is justified.

Dun & Bradstreet may adapt its online services to current requirements, in particular the state of technology, in order to optimise system performance and user-friendliness, as well as make changes to content, insofar as the latter are necessary for updating and completion, for programme-related optimisation or for licensing reasons. If such a change leads to a not merely insignificant devaluation of the services to which the Customer is entitled, the Customer may, within a period of eight weeks from the occurrence of the change, at his option either demand a reduction of the remuneration corresponding to the devaluation or terminate the service contract extraordinarily.

14. Confidentiality

Without prejudice to the obligations under data protection law, the contracting parties shall treat as confidential all information which they receive or become aware of from or about the contracting parties in connection with the agreements concluded between them. This applies in particular to all information that is marked as confidential or that is not by nature recognisable as trade secrets. Deconstruction (reverse engineering) is not permitted and does not constitute authorised knowledge. The duty of confidentiality does not apply to information which is in the public domain, without this being due to a breach of contract by the contractual partner, or which has been received from a third party who is authorised to disclose it. Whoever invokes this exception bears the burden of proof.

Dun & Bradstreet or its data suppliers and affiliates in the Dun & Bradstreet network may be required by local law to disclose the identity of the Customer as a recipient and details of the content of the information accessed by the Customer to a foreign supervisory authority, court or similar institution. Data transfers carried out by Dun & Bradstreet for this purpose shall not be deemed to be a breach of agreed confidentiality obligations.

15. Breaches of contract and audit law

If the Customer violates the obligations incumbent on him considerably or repeatedly despite a warning from Dun & Bradstreet, Dun & Bradstreet may discontinue the further provision of services and in particular block database access. The Customer's obligation to pay the agreed remuneration shall remain unaffected. A prior warning by Dun & Bradstreet is not required if, in accordance with the requirements for extraordinary termination, there is good cause for the cessation of service provision.

Dun & Bradstreet reserves the right to check the Customer's compliance with the agreed terms of use itself or through an authorised third party. The Customer is obliged to cooperate, in particular to provide truthful information about the type and scope of the actual use of the Dun & Bradstreet data. Unless special circumstances give rise to the suspicion of a breach of contract, such audits shall not be permitted more frequently than once a year. They shall be announced at least ten working days in advance and shall be carried out during the Customer's normal working hours and in a manner that does not unreasonably interfere with the Customer's business operations.

BILLING AND PAYMENT TERMS

16. Prices

Unless otherwise stated, prices are net prices in Swiss francs (CHF) excluding statutory value added tax, unless otherwise expressly agreed in individual cases.

Dun & Bradstreet reserves the right, within the framework of ongoing contractual relationships, to adjust the prices agreed with the Customer in the event of changes occurring after the conclusion of the contract (for example, in the event of extensions to the scope of services of the product purchased, increases in the costs of provision or due to changes in statutory provisions). Price changes shall become effective at the earliest at the beginning of the month after next after receipt of a change notification sent to the Customer in text form.

If price changes for a service amount to more than five percent within a calendar year, the Customer is entitled to terminate the contract for this service at the time of the planned entry into force of the price increase. Notice of termination must be given no later than four weeks after notification of the price increase. If the

Customer does not exercise this right and if the Customer has been informed of this legal consequence in the notification of the price increase, the contract shall be continued at the changed prices.

The execution of any data query shall be deemed to be express acceptance of the GTC in their respective current version.

17. Invoicing by consumption of usage credits

If invoicing on the basis of a usage credit is provided for certain services, the services can be used as long as there is sufficient credit on the Customer's user account in at least the amount of the smallest billing unit for the respective data service, but no longer than for the duration of the agreed usage period. The details result from the respective service agreements and the associated product-specific conditions.

If the Customer overuses the contractually defined service, be it due to misconfiguration of the Customer's system, above-average testing, mismanipulation or any abuse against the terms of use, Dun & Bradstreet has the right to charge for this overuse on the basis of the price list agreed with the Customer for this purpose.

18. Invoicing for quantity-based orders with prior potential analysis

If the Customer wishes to obtain data records on the basis of certain selection criteria and Dun & Bradstreet informs him prior to the conclusion of the contract of the delivery quantity likely to result on the basis of the selection criteria („potential analysis“), the stated data record quantities are merely non-binding reference values. Only the number of data sets actually delivered by Dun & Bradstreet for the respective order is decisive for the fulfilment of the contract. This can still increase or decrease after conclusion of the contract until the time of delivery due to the constant additions and withdrawals on the Dun & Bradstreet database as well as for quality control reasons. If a minimum order value has been agreed for the order, this shall form the lower price limit, irrespective of the number of data sets actually delivered.

19. Payment conditions

Invoices issued by Dun & Bradstreet are payable net within thirty (30) days, unless otherwise stated in the individual contract. If the Customer is in default of payment, the statutory consequences of default shall apply. Furthermore, in the event of default by the Customer,

Dun & Bradstreet has the right to temporarily suspend the provision of services in accordance with (Clause 8) or to terminate the contractual relationship with immediate effect without having to make any repayment or compensation.

20. Reservation

The transfer of the agreed right of use to the delivered data is subject to the complete fulfilment of all due claims from the entire business relationship with the Customer, irrespective of the legal reason on which the claims are based.

IMPAIRED PERFORMANCE

21. Claims for defects

Dun & Bradstreet warrants the agreed quality of the services obtained and that the transfer of agreed rights of use to the Customer does not conflict with any third-party rights.

If there is a reason for warranty, the Customer must first set Dun & Bradstreet a reasonable period of time to produce the condition in accordance with the contract before asserting a right of reduction or withdrawal. Excluded from this obligation are those cases for which the exercise of warranty rights is permitted by law without setting a special deadline (for example, because subsequent performance is impossible, unreasonable or has been refused by Dun & Bradstreet).

Rights derived from the defectiveness of the services are excluded if the Customer has violated his duties of examination and notification of defects according to Art. 201 CO and has not immediately notified Dun & Bradstreet of the defect in text form. A period of eight days after delivery of the service or - in the case of hidden defects - a period of eight days after knowledge of the defect shall be deemed to be immediate. A planned use later than in connection with the delivery does not release the Customer from the obligation to reasonably inspect the Dun & Bradstreet services upon delivery.

Claims against Dun & Bradstreet due to functional impairments or service disruptions that are based on the breach of the Customer's duty to cooperate or on other circumstances for which the Customer is responsible (for example, improper installation or maintenance, use for other purposes, operating errors or defects in the IT system used by the Customer) are excluded.

22. Liability for damages of the Customer

Dun & Bradstreet is liable for intentional or grossly negligent acts or omissions by Dun & Bradstreet, its legal representatives or vicarious agents in accordance with the statutory provisions.

In the event of slight negligence, Dun & Bradstreet is only liable for damages that are attributable to material breaches of duty that jeopardise the achievement of the purpose of the contract, or to the breach of duties whose fulfilment is a prerequisite for the proper performance of the contract. Liability shall be limited to the foreseeable damage typical for the contract. This applies to all claims for damages on whatever legal grounds, including claims in tort.

The limitations of liability do not apply in cases of mandatory legal liability (for example under the Product Liability Act), for damages due to injury to life, limb or health, or for damages covered by a guarantee granted by Dun & Bradstreet.

Warranty claims and claims for damages shall lapse if they are not asserted at the latest within one year from the beginning of the statutory warranty period (as a rule, this is the time of delivery or initial provision of the service). Excluded from this are the cases mentioned in Clause 22 Paragraph 3, for which the statutory limitation periods apply instead of the one-year limitation period.