

Valid from 01. August 2026

General Terms and Conditions (GTC)

HCI Solutions Ltd.

1 Introduction

1.1 Subject

These General Terms and Conditions govern the contractual relationships between HCI Solutions Ltd. (hereinafter referred to as "HCI") and its contractual partners (hereinafter referred to as "Customers") in addition to the contract. HCI and the Customers are jointly referred to as the "Parties".

1.2 Definition of terms

Contract

A "Contract" within the meaning of these GTC is concluded when the Customer/user accepts an offer from HCI. These GTC shall form an integral part of the Contract, unless expressly agreed otherwise in writing in the Contract.

HCI-Services

If the term "HCI-Services" is used, this refers to the offer in Section 2.

Customers

The term "Customer" is used in connection with entities who use HCI-Services. In particular – but not exclusively – these include system providers, platform providers, hospitals, pharmacies and industrial partners.

User

The term "User" is used in connection with persons who make use of HCI-Services on the basis of a Contract with a Customer. In particular – but not exclusively – these include service providers and patients.

2 Scope

Contracts between the Parties consist of an individual contract including any annexes, these General Terms and Conditions (GTC) and product-specific Special Terms and Conditions. The individual contract may be a contract in the narrower sense, an offer that has been accepted or an order with order confirmation. The individual contract contains the Customer-specific agreement. Matters that are not regulated in the Contract (including annex) are explained in these GTC – or in product-specific Special Terms and Conditions. In the event of contradictions between the contractual components, the order of precedence in accordance with Section 12.2 below shall apply.

3 Services provided by HCI

Products and services (including the data and photographs used as part of these) of HCI are described in the applicable brochures and on the website and may be changed by HCI at any time. HCI also reserves the right to make changes to the range of services.

4 Contract types

4.1 Licence agreement

In the case of the "licence agreement" contract type, HCI grants the Customer a licence to use the products, data and/or services specified in the Contract. The licence means the right to use the respective service product for the contractually agreed purpose.

4.1.1 Data content

HCI cannot give any assurance or guarantee that the HCI data is complete, correct and up-to-date at all times. For products for which there is no Contract governing editorial quality control, HCI only does maintaining and updating of security-relevant data.

4.1.2 System accesses

HCI shall provide the Customer with access details to the applications electronically. Any integration of the applications into the licensee's primary systems is the responsibility of the licensee or its primary software manufacturers.

4.1.3 Maintenance of applications

Maintenance of the applications is carried out by HCI and is covered by the licensing fees. Maintenance covers only the preservation of the functionality of the licensed application. Any personalisation or other adaptation does not constitute maintenance; the additional costs incurred as a result must be borne separately by the licensee. The applications will not be available during the maintenance windows. HCI shall endeavour to schedule maintenance windows in such a way as to minimise disruption to users.

4.2 Service agreement

In the case of the "service agreement" contract type, HCI provides the Customer with contractually agreed services

and training. The training offer is published on the HCI Ltd. website. HCI Ltd. reserves the right to arrange for training courses to be carried out by specialised external contractual partners.

4.3 Data preparation and publication agreement

The respective orders for data preparation and publication are placed via the MyProducts platform. By signing the framework agreement, the Customer is granted access to the MyProducts platform, where different orders for each product can be placed.

5 Provision of services by third parties

HCI may mandate third parties to provide the services it offers, or parts thereof. These third parties act on behalf of and under the responsibility of HCI when providing the service. There is no further liability than if HCI were to provide the service itself. HCI assumes no responsibility for third-party services that are not directly related to the original service provided by HCI.

6 Right-of-use assets

6.1 No exclusivity

The Customer/User has no right to exclusive use of the service packages or the systems used by HCI in connection with these (hardware, software, communication infrastructure, etc.). HCI is free to also offer the HCI-Services to other Customers/Users.

6.2 Rights of HCI; Customer's right of use

All copyrights and other property rights in connection with the HCI-Services shall be held exclusively by HCI in relation to the Customer/User. For the duration of the respective Contract, the Customer/User shall have only non-exclusive and non-transferable right of use. In each case, these details are explained in the offer and Contract.

6.3 Scope of use

- a) The scope of the Customer/User's right to use the HCI-Services is determined in accordance with the Contract. The licence is limited to the respective service package licensed by HCI to the joint Users.
- b) The licence is geographically limited to the territory of Switzerland and the Principality of Liechtenstein; all information provided by HCI via data master files may only be used in this contractual territory.
- c) No address data (so-called partner data) may be used by the Customer/User or the joint User for mass or marketing mailings (print, electronic); use of this kind does not form part of this Contract.
- d) The Customer is not permitted to sub-license or assign this information to third parties without written consent in the Contract.

6.4 No right to distribution or online access for third parties

In particular, this Contract does not give the Customer/User any right to grant online access to third parties, in particular components belonging to the HCI-Services.

6.5 Terms of use

The following terms of use apply to the deployment and use of the HCI-Services:

- a) All rights, in particular copyright, to the HCI-Services, including their assignments and allocations, belong exclusively to HCI.
- b) The Customer/User acknowledges that, irrespective of the protectability of the HCI-Services, they only have the limited, non-exclusive and non-transferable authorisation for the duration of this Contract to use the HCI-Services in accordance with the terms of these GTC within the scope of the right of use acquired by them in accordance with Section 6.3 within their own organization and limited to their own business purposes.
- c) Unless expressly agreed otherwise, the Customer/User is prohibited from copying the HCI-Services (with the exception of the creation of the working copies required within the scope of the granted right of use and a backup copy) or from transferring or making them available to third parties or from granting third parties access to the HCI-Services, except in connection with supporting the Customer's Users to the extent necessary within the scope of the activities set out in letter e and letter f below.
- d) The Customer is permitted to integrate the HCI-Services into software products offered by the Customer. The Customer may make the necessary alterations to the HCI-Services for the purpose of integrating them into the software products. The foregoing is without prejudice to letter f.
- e) The Customer is free to change and alter the HCI-Services beyond the scope specified in letter 0. HCI accepts no liability in this context, in particular for changes to the content of the data made available to the Customer, including their allocations and assignments. This does not apply to acceptance in accordance with "Special Terms and Conditions: Medical device, Section 2.3".
- f) The Customer is entitled to structure and/or supplement the HCI-Services in accordance with its specific requirements. If this concerns medical devices, the Customer assumes the role and responsibility of a manufacturer in accordance with the Medical Devices Ordinance. HCI shall not acquire any rights with regard to the Customer-specific structuring and/or additions to HCI-Services, even if it supports the Customer in this regard. This does not apply to acceptance in accordance with "Special Terms and Conditions: Medical device, Section 2.2".
- g) Any use of the HCI-Services by the Customer/User that goes beyond the provisions of letter a) to letter f) is prohibited.

7 Payment

7.1 Prices

The prices valid at the time the Contract is concluded as well as the payment dates are specified in the Contract. Unless

expressly stated otherwise, the prices are net without incidental costs, i.e. expenses (travel, meals, materials, packaging, transport, etc.) and exclude taxes and duties, in particular excluding VAT in Swiss francs (CHF).

7.2 Flat rates and payment on a time and materials basis

Services rendered by HCI at the request of the Customer/User or which HCI incurs beyond the agreed scope of services due to the non-performance or poor performance of the Customer/User's duties to cooperate shall be paid for by the Customer/User on a time and materials basis at HCI' current fee rates.

7.3 Payment terms

Invoices from HCI are payable without any deduction within 30 days of the invoice date. Unless otherwise notified by the Customer/User, an invoice shall be deemed to have been accepted once the payment period has passed. In the absence of full payment within the payment deadline, payment shall be deemed to be in arrears with a one-off reminder, and HCI may demand statutory default interest. Claims may be offset. To the extent permitted by law, the Customer/User is only entitled to withhold payment in respect of any services which were not carried out in accordance with the Contract.

7.4 Consequences of late payment

HCI is entitled to temporarily discontinue the HCI-Services if payment has still not been made after three written reminders have been sent, subject to a notice period of 5 (five) days in each case, until the outstanding amount has been posted in the system.

7.5 Price adjustment

HCI is entitled to adjust the prices of HCI-Services, including during any minimum term of the Contract, in each case observing a notice period of at least 3 (three) months with effect from the beginning of a calendar year. In this case, in the event of increased payments resulting from the price change, the Customer/User shall be entitled to terminate the Contract in writing in respect of the HCI Service(s) affected by the price increase within a period of 1 (one) month from receipt of the notification of the price change with effect from the date on which the new prices come into force (in accordance with Section 11.1).

7.6 Invoice deductions by the Customer/User

Deductions from the payment owed and the withholding of payments on the part of the Customer/User are excluded.

8 Deadlines and notice periods; force majeure

8.1 Delivery and provision dates

HCI accepts no liability whatsoever for adhering to delivery and provision deadlines.

8.2 Prevention of HCI from the provision of services, force majeure

If HCI is prevented from providing services for reasons for which the Customer/User or third parties are responsible, or due to force majeure, such as acts of God, mobilisation, war, riot, epidemic, accidents, sabotage, labour disputes, significant operational disruptions, interruption of telecommunications connections, operational changes, delayed or defective third-party services or official measures, it shall be released from its obligation to perform services for the period during which the reasons in question exert their effect, and for a reasonable start-up period thereafter. Any deadlines agreed with the Customer/User shall be extended accordingly. If the prevention from performing services lasts for more than 4 (four) consecutive months, each Party is entitled to terminate the Contract prematurely for good cause (in accordance with Section 11.1).

9 Warranty and liability

9.1 Scope of warranty

HCI warrants that the HCI-Services comply with the requirements set out in the Contract. HCI shall exercise the usual level of care when providing services.

9.2 Data content

HCI and those third parties who have made their data available for publication (e.g. Swissmedic) cannot give any assurance or guarantee that the HCI-Services are complete, correct and up-to-date at all times. Errors and omissions in the content of the HCI-Services must be reported by the Customer/User to HCI without delay and will be rectified by HCI when updating the data in accordance with "Special Terms and Conditions: Forwarding of data" Section 3.1. HCI expressly reserves the right to change, supplement or delete the content of the HCI-Services at any time and without prior notice. The use of the HCI-Services is the sole responsibility of the Customer/User. HCI accepts no liability for any resulting damage to the Customer/User or third parties.

9.3 Data transfer

In connection with the transmission of data between HCI and the Customer/User, HCI is only responsible for the communication equipment on the part of the infrastructure it operates. However, HCI is not responsible for the telecommunications infrastructure of the network and telecommunications service providers or for the transmission of data. HCI therefore accepts no liability for the availability and performance of the telecommunications equipment and networks, nor for the error-free, unchanged, complete, uninterrupted and timely transmission of data in the telecommunications networks, in particular the Internet. HCI is only liable for secure data transmission within the scope of the security solution offered with the HCI-Services; claims above and beyond this cannot be asserted.

9.4 Consequences of disruptions/defects

If the use of the HCI-Services by the Customer/User is significantly impaired due to disruptions and/or defects falling

within the area of responsibility of HCI during 3 (three) consecutive calendar months or for a total of 3 (three) calendar months in a calendar year, the Customer/User is entitled to set HCI a deadline of 1 (one) month to remedy the situation on two separate occasions. If the disruptions and/or defects in question also occur in the calendar month following the expiry of the second grace period, the Customer shall be entitled to terminate the Contract with immediate effect in respect of the HCI-Service(s) affected by the disruptions and/or defects.

9.5 Exemption from warranty obligation

HCI is relieved of its warranty obligation to the extent that it proves that reported disruptions and/or defects are not within its area of responsibility but are caused by operating errors or other non-observance on the part of the Customer/User of the terms of use for HCI-Services in accordance with the Contract. If HCI proves that it is not responsible for disruptions and/or defects, it shall be entitled to invoice the Customer/User for expenses incurred in this regard at HCI's current fee rates.

9.6 Liability of HCI

Any liability on the part of HCI, in particular for indirect and consequential damages, such as loss of profit, third-party claims, etc., is excluded to the extent permitted by law. In particular, HCI accepts no liability for direct and indirect damages vis-à-vis the Customer/User and third parties resulting from the use of obsolete data in productive activity.

9.7 Exclusion of further rights

Guarantees and warranty rights above and beyond those expressly stated in the Contract do not exist and are hereby excluded.

10 Data protection provisions

10.1 Privacy Policy

HCI processes personal data as part of the products and services offered. The purposes and content of processing as well as the rights of the data subject are described in the HCI Privacy Policy. The latest version of this policy can be accessed at any time on the HCI homepage.

10.2 Data processing agreement (DPA)

If a data processing relationship exists for certain data processing by third parties, the data processing agreement (DPA) available on the HCI website shall apply. HCI reserves the right to update and/or amend these documents in the event of changes in the law, for example. HCI undertakes to inform the Customer/User immediately of any significant changes, in particular changes to data protection and information security measures. By signing the Contract, the Customer/User agrees to comply with the regulations. The current version available on the homepage shall apply.

10.3 Data protection

In the course of providing the services, data is processed that is technically and functionally necessary for the provision of

the respective service. Depending on the service in question, this may also include personal data, in particular patient data (e.g. when creating an eMediplan).

This data is processed exclusively on a temporary basis during the use of the respective service and only to the extent necessary for the provision of the service. HCI shall not store any personal data further for its own purposes unless expressly agreed or required by law.

If data is required beyond the usage process, HCI anonymises this data by means of suitable technical and organisational measures to ensure that there is no longer any connection to identified or identifiable natural persons. This data therefore no longer qualifies as personal data within the meaning of applicable data protection law.

HCI only stores and uses non-personal data, in particular in aggregated or greatly reduced form (e.g. regional origin of patients or service providers without names, addresses or other identifying information). In particular, this data is used:

- a) to meet regulatory and legal requirements (e.g. quality assurance, post-market surveillance)
- b) to ensure and improve the quality, security and performance of the HCI-Services
- c) to further develop existing services, and
- d) to develop new data-based services and features

The Customer remains responsible for informing the Users concerned in an appropriate manner about the processing of their data in connection with the use of the HCI-Services.

11 Term and termination

11.1 Term of the Contract, ordinary and extraordinary termination

Once signed by HCI and the Customer/User, the Contracts shall enter into force for an indefinite period, but at least for 1 (one) full calendar year. Amendments to the Contract remain reserved. At the end of the minimum term, each Party shall be entitled to terminate the Contract in writing with a notice period of 6 (six) months to the end of a calendar year; otherwise, the Contract shall be extended by 1 (one) further calendar year in each case. Each Party reserves the right to extraordinary termination for good cause.

11.2 Consequences of termination of the Contract

Upon termination of the Contract, the right of the Customer/User to use the HCI-Services and all full or partial copies of associated components shall expire. The Customer undertakes to reclaim from the Users all full or partial copies of the HCI-Services that the Users have received from the Customer or have made themselves, or to request written confirmation from the Users that they have irretrievably deleted the data or copies thereof. HCI is entitled to have the Customer's compliance with this obligation checked by a trust company that is obliged to maintain confidentiality with regard to the Customer's business secrets. If the inspection reveals intentional breaches of this obligation or a negligent breach, the costs of the inspection shall be borne by the Customer; otherwise, the costs shall be borne by HCI. Even after the termination of the contractual relationship, the Customer shall remain responsible for ensuring that Users do

not make any unauthorised use of the HCI-Services facilitated by the Customer. This does not apply to the storage of an archive copy of the HCI-Services, which may be used by the Customer exclusively for archiving and auditing purposes.

11.3 Partial invalidity

Should a provision of the Contract, the appendix, any annex and/or the GTC be or become invalid or legally ineffective, the Contract, the appendix, any annex and/or the GTC shall continue to apply and the invalid or legally ineffective provision shall be replaced by a provision that comes as close as legally possible to the economic purpose of the original provision.

12 Final provisions

12.1 Code of Conduct for supply partners of the Galenica Group

Customers and Users undertake to comply with the provisions of the Code of Conduct for Supply Partners of the Galenica Group. The latest version of this can be accessed at any time on the Galenica Ltd. website.

12.2 Order of precedence of components of the Contract

In the event of contradictions between individual components of the Contract, the following order shall apply: i) individual contract, ii) annexes to the individual contract, iii) Special Terms and Conditions and iv) these GTC.

12.3 Amendments to the GTC and Special Terms and Conditions

HCI reserves the right to amend the GTC at any time. In the event of amendments, Customers/Users will be informed in advance in a suitable manner (e.g. by e-mail). If the amendments result in disadvantages, the Customer/User may terminate the Contract with HCI prematurely without financial consequences with effect from the date on which the relevant change comes into force, provided that notice is given before that date. If the Customer/User fails to do so, they shall accept the changes.

12.4 Written form

The Contract must be in writing. Electronic signatures (e.g. AdobeSign), scanned signatures or PDF image signatures are treated as original signatures. The Parties are also free to sign the Contract in one or two separate copies and to exchange it electronically. In this case, the copies together constitute one and the same instrument and shall be deemed to be an original sufficient for the written form.

The offer to conclude this Contract shall only be deemed to have been accepted if the Customer/User signs the Contract and returns it to HCI within 1 (one) month of receipt.

12.5 Non-transferability; mergers and similar transactions

The Contract and the rights of use granted to the Customer/User therein are not transferable. If the Customer/User is involved in one of the transactions listed below, the continued validity of this Contract requires the express written consent of HCI and, if necessary, adaptation to the changed circumstances: acquisition of the Customer/User by a third party or vice versa, or a merger.

12.6 Applicable law and place of jurisdiction

These GTC are subject to Swiss law.

The exclusive place of jurisdiction is the respective registered office of HCI.