

Valid from 01. August 2026

Special Terms and Conditions

Industrial customers

1 Introduction

1.1 General

The "Special Terms and Conditions for Industrial Customers" of HCI Solutions Ltd («HCI») apply to the customer in addition to the contract, including any annexes, other Special Terms and Conditions and the General Terms and Conditions (GTC). 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.

1.2 Definition of terms

Contract

A "Contract" within the meaning of these Special Terms and Conditions is concluded when the customer accepts an offer from HCI.

HCI-Services

If the term "HCI-Services" is used, this refers to the offer in Section 2.1. If customers only use one service, provisions concerning a service not being used do not apply.

Customers

The term "Customer" refers exclusively to industrial partners who make use of HCI-Services as part of a business collaboration.

User

The term "User" is used in connection with entities 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.

Product

The "Product" comprises all items or variations of an item with the same composition and dosage form; pack sizes and differences concerning only size, colour or fragrance/flavour do not count as separate Products.

Information for professionals

"Information for Professionals" is a trilingual, detailed, Swissmedic-approved document about a medicinal product intended for healthcare professionals.

Consumer texts

Where reference is made to "Consumer Texts", this denotes content that has been written by Customers themselves and added to the respective product descriptions.

2 Services

2.1 Services

HCI provides services in the areas of medicinal products for human use and parapharmaceuticals. The services purchased by the Customer are specified in the Contract and its appendices (in particular the price list) as well as the Special Terms and Conditions.

3 Data processing by HCI

3.1 Data sovereignty

The Products and items registered by the Customer are recorded and published in the HCI databases. If the Customer itself is not the manufacturer or marketing authorisation holder of the Products, but is merely a distribution network, it may only register Products for which it holds the distribution rights in Switzerland and the authorisation of the manufacturer or marketing authorisation holder at the time of registration. The basic data recorded as well as the pharmacode or GTIN issued for the databases are linked to the Product or item at all times. In the event of a change of distribution network announced in writing by the manufacturer or marketing authorisation holder, the corresponding data record will be transferred by HCI to the succeeding distribution network.

3.2 Publication of data

New registrations will be processed based upon the time of receipt and the quality of the data provided. Information that is highly relevant to patient safety will be added promptly. Highly relevant information is deemed to be information for which Swissmedic has requested or published a Health Professional Communication (HPC).

3.3 Revocation of order acceptance

Acceptance of an order placed by the Customer may be revoked by HCI for good cause, in particular if invoices are not paid despite a reminder or if executing an order appears unreasonable because the required information has not been supplied by the Customer.

4 Pictures

HCI integrates into the master data images of primary packaging and secondary packaging (packaging) (e.g. blister packs) and dosage forms (e.g. tablets). The images can be integrated into the data.

4.1 In-house photography studio

HCI deploys qualified specialists in its in-house photography studio to take photos featuring packaging. The photography studio is under the professional management of a pharmacist.

Image rights

The images produced by HCI in its in-house photography studio are the property of HCI.

Storage

The medicines are stored by HCI with care and in accordance with best practice. In particular, they are stored in a separate, lockable room to which others have no access.

Use

The medicines and other products sent to us are used solely for the purposes of measuring, weighing and photographing. They are not used in the conventional sense as medicines.

Returns

Once the work has been completed, the products are returned to the manufacturer or disposed of appropriately.

Use/publication

The images are made available to the Customer via the HCI Products for use in applications and online shops. No data is delivered to Customers.

Product change (archiving)

If the item is discontinued, the picture remains visible in the index databases for two years. After this period, the item is "deleted" and archived at HCI for 10 years from the deletion date.

4.2 Uploaded images

Alternatively, the marketing authorisation holder/manufacturer can upload images via the MyProducts portal.

Image rights

Images saved and published in MyProducts remain the property of the marketing authorisation holder/manufacturer. The images are linked to the GTIN and pharmacode and remain inextricably linked to these numbering systems. If an item is transferred to a new marketing authorisation holder/manufacturer by way of sale or negotiation, the image from MyProducts featuring the item is transferred to the new owner.

Use/publication

The images are made available to the Customer via the HCI Products for use in applications and online shops. No data is delivered to Customers.

Product change (archiving)

If the item is discontinued, the picture remains visible in the index databases for two years. After this period, the item is "deleted" and archived at HCI for 10 years from the deletion date.

5 Right of use of HCI

The Customer shall transfer the right of use to the data provided to HCI (hereinafter referred to as the "Data") to HCI insofar as a transfer is necessary to fulfil the contractual obligations. HCI is entitled to take action against third parties on the basis of this right of use if such third parties use the Data without authorisation. The Customer guarantees that it has access to the Data and any associated intellectual property

rights (such as copyrights and trademark rights) and indemnifies HCI from and against all related third-party claims, irrespective of the legal basis.

HCI is entitled to process the Data provided to it by the Customer. This right covers the reproduction, storage and distribution of Data in physical, electronic and interactive form within the scope of common information technologies (digital online or offline right of use) for formats of HCI.

6 Liability of HCI

6.1 Consumer Texts

The Customer acknowledges that the Consumer Texts submitted by it will become part of the Product description and are within its area of responsibility. HCI only spot-checks the Consumer Texts before they are published in the HCI-Services. The Customer assumes the associated responsibility and guarantees that the added Consumer Texts are not misleading and that the information provided is correct and factually accurate. HCI therefore accepts no liability for the Consumer Texts used by the Customer and their contents and is not responsible for any violations or similar resulting from use by the User. Liability arising from the use of MyProducts is governed by the terms of use set out in Section 8 et seq.

6.2 Claims for compensation

Should HCI nevertheless be sued in court or in any other way for any claims for compensation arising from the Consumer Texts approved by the Customer, it shall indemnify and hold harmless HCI upon first request. If HCI is ordered to pay, the Customer shall reimburse HCI the corresponding amount in addition to reasonable court and lawyer costs, provided that the Customer has been invited by HCI to participate in the proceedings.

7 Payment

7.1 Pricing model

The price list valid at the time the Contract was concluded forms an integral part of this Contract and is attached as an appendix. The basic services tariff varies for medicinal products for human use depending on the Product group and the type of Product-specific service to be provided by HCI (new authorisation or new application and publication of existing Products) and for parapharmaceuticals depending on the number of Products. In addition, different tariffs apply for the new registration and publication of medicinal products for human use with regard to the Data provided by the Customer. If this Data meets the requirements of MyProducts, i.e. it can be used without post-processing, this results in a creditable cost saving. If the Data does not meet the requirements of MyProducts, no deduction can be granted.

New authorisations or new registrations for medicinal products for human use are charged once the Product information has been published in the databases. The tariffs for the maintenance of existing medicinal products for human use and parapharmaceuticals are billed twice a year in accordance with the payment terms below (in accordance with Section 7.2).

If the Customer wishes to make use of the services of HCI following an interruption of Contract for which HCI is not responsible, the Product information must first be checked and updated. Checking and updating the Data for a specific Product following a service interruption entails corresponding expense on the part of HCI. In this case, the relevant tariffs for re-registration and publication will be applied to the products being reintroduced.

If several Customers are on file for a Product or item within a data record (parapharmacy), each of the Customers bears the costs for its new registration and initial publication separately, as the storage of several Customers on file (coding/additions) for the same Product or item is done manually and thus incurs corresponding expense.

7.2 Invoicing

7.2.1 Invoicing of new authorisations or new registrations

New authorisations or new registrations for medicinal products for human use are invoiced once the product information has been published in the databases.

7.2.2 Invoicing for maintenance

Maintenance for medicinal products for human use and parapharmaceuticals is invoiced twice per calendar year. Invoicing is broken up into two instalments, 50% in March and 50% in September.

8 Terms of use of MyProducts

8.1 Scope of application

In connection with the publication of up-to-date medicinal product information and editorially prepared item data for the Swiss healthcare system, HCI operates a data exchange platform called MyProducts, through which Customers from industry can commission and control the editorial processing of Product information. CompendiumPortal is integrated into this platform.

The data records entered via MyProducts provide HCI with the basis for editorial preparation in the master database, which is published on B2B and B2C information platforms and/or distributed via index Products.

The recording of data on the MyProducts platform is a technical requirement to ensure that data sets can be processed, published and linked. This recording is conducted in compliance with the respective quality requirements stipulated by HCI on the platform.

8.2 Applicability and termination

These Special Terms and Conditions apply as soon as the Customer requests HCI to grant access rights to the MyProducts platform, but in any case upon the first use of MyProducts by the Customer or its employees.

8.3 Fees

Customers who have concluded a valid Contract with HCI shall not incur any additional costs for using the MyProducts platform and associated services provided by HCI.

Medicinal product information publication system (hereinafter referred to as "AIPS/SIMIS"): HCI shall upload Information for Professionals and patient information to the AIPS/SIMIS publication platform on behalf of the Customer.

8.4 Customer access

HCI shall provide the Customer with an appropriate, password-protected means by which the employees named in writing by the Customer may access the MyProducts platform.

The Customer is responsible for ensuring that the access rights provided to it for the MyProducts platform are not disclosed to unauthorised employees or third parties.

The Customer may submit a written request to have an employee's access rights revoked; in such instances, HCI shall have an adequate processing period following receipt of the Customer's request in which to action the revocation.

If the Customer has reason to suspect that third parties or unauthorised employees have become fully or partly aware of these access rights, the Customer must inform HCI immediately and request the revocation of the relevant usage rights.

8.5 Responsibility of the Customer

The Customer bears sole responsibility for all use of the access rights provided to it for its employees and shall be liable for the consequences of any misuse up to the date on which the change is reported to HCI.

In the event of differences of opinion regarding the use or misuse of access rights, HCI's automatically generated records regarding access to and use of the MyProducts platform shall be binding on both parties.

If the order is cancelled, HCI will delete the access rights assigned to the Customer.

8.6 Liability of the Customer

The Customer is responsible for the information, content, links, images etc. (hereinafter "Data") uploaded for publication via the MyProducts platform. In particular, the Customer assumes sole responsibility for the correctness and completeness of this Data, for complying with all applicable statutory provisions and regulatory frameworks at all times and for safeguarding the rights of third parties. The legal regulations concerning therapeutic products and health insurance are of particular importance in this context. Among other things, the Customer shall ensure that:

- a) any advertising it runs is not misleading or contrary to public order and common decency (in accordance with the TPA (Federal Act on Medicinal Products and Medical Devices);
- b) advertising cannot lead to excessive, abusive or inappropriate use of medicinal products (in accordance with the TPA);
- c) no advertising is issued for medicinal products that may not be placed on the market in Switzerland (in accordance with the TPA);
- d) prescription-only medicinal products are not advertised to the general public (according to the TPA);

- e) there is no public advertising for narcotics or psychotropic substances within the meaning of the Narcotics Act (NarcA) (in accordance with the TPA);
- f) no public advertising is issued for medicinal products whose composition and intended purpose are such that they cannot be used for the corresponding diagnosis, prescription or treatment without medical intervention (in accordance with the TPA);
- g) no public advertising is issued for medicinal products that are frequently misused or which may be habit-forming or lead to dependence (in accordance with the TPA);
- h) no direct or indirect public advertising is issued for medicinal products included in the list of pharmaceutical specialties (in accordance with the Health Insurance Ordinance (HIO)).

With regard to the information uploaded for publication, the Customer shall also ensure that the requirements of the Ordinance on the Advertising of Medicinal Products (MPAO) are complied with.

Furthermore, the Customer shall ensure that the food information uploaded by it for publication complies with the requirements of food law.

In particular, the prohibition against deception enshrined in the Foodstuffs Act (FoodA) and the prohibition against misleading health-related claims in the Foodstuffs and Utility Articles Ordinance (FUAO) must be observed. This applies in particular to statements that attribute a preventive, curative or disease-relieving effect to a food or create the impression that a food has such an effect.

HCI rejects all liability claims pertaining to damages, material or otherwise, caused by the use or non-use of the Data transmitted by the Customer or by the use of illicit, incorrect or incomplete Data. HCI has the right to conduct random checks and to remove Data that violates the law, the rights of third parties or common decency if it is made aware of the existence of such Data, but has no obligation to do so. HCI accepts no further liability.

8.7 Protective measures by HCI

HCI takes appropriate measures to protect the MyProducts platform against negative external influences (viruses and other harmful programs, unauthorised access to systems and Data, etc.). However, HCI cannot guarantee that these measures will be effective in all cases. For this reason, the Customer cannot rely on it to protect its own systems and Data. The Customer remains responsible for taking its own measures against negative external influences.

8.8 Customer's protective measures

The Customer must also take appropriate measures against non-contractual and/or unlawful use and/or against harmful Data including, but not limited to, viruses, ransomware or spyware. HCI is entitled to block access to the MyProducts platform immediately and without warning if it has justified grounds to suspect that any such non-contractual and/or unlawful use and/or harmful Data originated from the Customer's domain.

8.9 Operation by HCI

In principle, HCI operates the MyProducts platform 24 hours a day, 365 days a year; however, this is not guaranteed. HCI expressly does not guarantee that the MyProducts platform will operate continually and without technical errors, nor that its Internet connection will remain uninterrupted during operations.

Customer access to and use of the MyProducts platform may be disabled or restricted while the platform undergoes upkeep and maintenance work. Where such work can be scheduled, HCI shall give prior notice of any such disruptions to operations.

HCI operates a support hotline during its regular office hours to assist with questions about the MyProducts platform. Use of this hotline is reserved exclusively for employees whom the Customer has nominated to receive access rights in its correspondence with HCI. The Customer is solely responsible for the procurement, installation, configuration, operation and maintenance of hardware and software required to use the MyProducts platform (e.g. servers, clients, operating system, communication software, firewall, virus protection). The Customer must comply with any and all requirements stipulated by HCI.

8.10 Transmission of Data

HCI is liable for the communication equipment it operates as part of its infrastructure. HCI is not liable for any Data transmitted by and/or to the Customer in connection with the MyProducts platform and shall not be liable for the availability and performance of telecommunications connections.

HCI shall assume responsibility for incoming and outgoing Data traffic to and from the Customer, as well as to and from third parties participating in HCI services, from (incoming traffic) and until (outgoing traffic) the time the Data traffic has passed through the HCI firewall.

8.11 Adjustments / further developments to MyProducts services

HCI reserves the right to amend and/or further develop the services associated with the MyProducts platform at any time. In particular, HCI may amend, supplement or delete parts or the entire MyProducts platform service, or temporarily or permanently halt the publication of Data without prior notice. HCI reserves the right to amend or supplement these terms of use at the end of each calendar year, subject to any amendment during the year for commercial or other reasons (e.g. changes in user behaviour, changes in general conditions, demands from official bodies, force majeure, etc.).