

1 Scope, contract hierarchy and amendments

- 1.1 These General Terms and Conditions ("GTC") govern the contractual relationship between Code18 AG ("Code18"), registered in the Commercial Register of the Canton of Zurich under company number CHE-270.848.545, and recipients of services from Code18 ("Customer or Buyer"), hereinafter collectively referred to as the "Contracting Parties".
- 1.2 These GTC form an integral part of all offers of Code18 and contracts between Code18 and the customer. They also apply in particular to free test evaluations. By registering on the platform, by starting a test evaluation via the provided link, by ordering a survey tool via the platform, by accepting an offer from Code18, whichever occurs earlier, the customer confirms the validity of these GTC.
- 1.3 These GTC apply exclusively. Insofar as agreements, offers or order confirmations of Code18 contain provisions that deviate from these GTC, the individually offered or agreed provisions shall take precedence over these GTC. Agreements that deviate from or supplement these GTC must be in writing in order to be effective, without limiting Clause 1.4.
- 1.4 Code18 is entitled to change or amend these GTC at any time. The customer will be notified of any changes or amendments. Changes or additions to the disadvantage of the customer result in the customer being able to terminate the contractual relationship without notice within 7 days of receipt of the change notification. Code18 expressly informs the customer of this right of termination. If the customer does not terminate, the changes and additions become effective.

2 Conclusion of contract

- 2.1 The contract between the contracting parties is concluded by order by the customer and by order confirmation by Code18 or by offer by Code18 and acceptance of the offer (expressly or impliedly) by the customer.

3 Code18 services , service dates

- 3.1 Code18 provides survey tools for organizational analysis, team analysis, sports diagnostics and individual coaching on the platform www.code18.team ("Platform") ("Surveys") and offers evaluations based thereon ("Evaluations"). Furthermore, Code18 offers the elaboration of action and development strategies based on these evaluations as well as further consulting services, coaching, workshops and trainings in these areas (collectively "Consulting Services").
- 3.2 The scope of services in relation to the surveys and the evaluations based thereon shall be governed by the information provided in accordance with the order process on the platform. If the customer orders a survey on the platform, the customer shall receive a link which the customer shall make available to the persons participating in the survey, whereby the contracting party shall always be the person ordering the survey. After completion of the survey by the desired participants on the platform, Code18 shall provide the customer with the relevant evaluation as a PDF.
- 3.3 The scope of services for the consulting services is based on Code18's offer or order confirmation.
- 3.4 All specified performance dates and delivery periods shall apply as non-binding planning guidelines, subject to any express agreements to the contrary. The customer shall have neither the right to withdraw from the contract nor the right to claim damages for exceeding the specified performance dates and delivery periods. Partial performance and advance payments are permissible.
- 3.5 The place of performance is the registered office of Code18.

4 Personnel deployment

- 4.1 Code18 is free to choose its employees and may also engage third parties (subcontractors) for the provision of its services.

5 Cooperation obligations of the customer

- 5.1 The purchaser of a survey shall ensure that the participants in the survey consent to any data processing and evaluation by Code18. Upon request, he shall prove the consent of each participant to Code18.
- 5.2 It is up to the customer to share the work results delivered by Code18 with the participants of the survey.
- 5.3 Customer shall provide Code18 with all assistance and information required or reasonably necessary to perform the Services. To the extent Code18 is required to perform Services at Customer's premises, Customer shall provide Code18 with suitable premises in a timely manner.
- 5.4 Code18 is not obligated to check the content provided by the customer or integrated by the customer into the services or the customer's authorization to such content.

6 Contract period

- 6.1 In the case of surveys and evaluations based thereon, the term of the contract shall end upon settlement of the invoice. In the case of recurring services, the contract shall be deemed to have been concluded for an indefinite period and may be terminated with 3 months' notice, subject to any agreement to the contrary.
- 6.2 The customer shall notify Code18 immediately and in writing of cancellations and rebooking requests for services that require fixed planning and travel by Code18 employees (e.g., coaching, workshops, trainings). Code18 is entitled to invoice the expenses incurred and to charge the full fee for cancellations or rebooking requests at short notice.

7 Remuneration

- 7.1 The costs for surveys and evaluations based on them can be viewed by the customer when ordering on the platform via an online price calculation. By placing an order, the customer agrees to the stated price. Code18 reserves the right, in the sense of the confirmation of the order pursuant to Clause 2.1, to correct prices calculated by the online calculator within 5 working days after the order, whereby confirmation by the customer is again required for its applicability. The contract shall only be concluded within the meaning of Clause 2.1 if there is agreement on the price.
- 7.2 The costs for surveys and evaluations based thereon shall be charged in accordance with the prices stated in each case when the order is placed or the prices confirmed by Code18 in accordance with 7.1 above.
- 7.3 Unless otherwise agreed, the customer owes Code18 a fee for consulting services based on the effective time and material expended. Estimates made by Code18 in this regard are non-binding.
- 7.4 Code18 provides all other services at fixed prices or at cost according to the offer.
- 7.5 All prices are quoted in Swiss francs and [exclusive of any statutory value added tax]. Travel costs and expenses will be charged separately.
- 7.6 The customer undertakes to pay the invoice amount without deduction by the due date stated on the invoice. If no due date is specified, the invoice shall be paid within 20 days of the invoice date.
- 7.7 If the payment deadline is exceeded, the customer shall be in default without a reminder. In this case, he owes the statutory default interest.
- 7.8 Code18 is entitled to assign claims to a third party (e.g. debt collection).

7.9 Code18 is also entitled to discontinue the contractual services after unused expiration of the payment period until all amounts owed have been received and, in particular, to block the user account for the platform. The legal rights to which Code18 is entitled remain reserved.

8 Warranty

8.1 Code18 performs the contractual services carefully, but does not owe any particular success and does not provide any warranty for the contractual services. In particular, technical errors in surveys or their evaluation cannot be excluded.

8.2 Surveys provided by Code18 cannot be restricted in the group of participants. The customer acknowledges that surveys can be falsified by unrestricted sharing of the survey link.

9 Liability

9.1 Code18 is liable in case of intent or gross negligence. In all other respects, Code18's liability is excluded to the extent permitted by law.

9.2 Insofar as Code18 is liable, it is limited in amount to the proven damage, but not more than 20% of the annual remuneration owed by the customer for the services.

9.3 The customer is liable to Code18 for all damages incurred and indemnifies Code18 against all third party claims asserted against Code18 in connection with Code18's services.

10 User account on the platform

10.1 The customer may request access to the platform. Code18 reserves the right to charge a usage or certificate fee for access.

10.2 The access is personal and not transferable to third parties. To register, the following information is mandatory:

- First name, last name
- Address
- E-mail

10.3 Code18 reserves the right to delete the provided data on the platform at its discretion in case of deletion of the user account and in case of inactivity.

10.4 Code18 is entitled to delete a user account for factual reasons, in particular in cases of misuse, if false data is provided, in cases of section 7.6 or similar cases .

11 Intellectual property

11.1 The customer expressly acknowledges Code18's intellectual property, in particular the copyright to all pre-existing services provided and created by Code18 within the scope of the cooperation (such as surveys, survey models, logos, trademarks, concepts, training materials, texts, images, etc.).

11.2 Code18 grants the customer a non-exclusive right of use, unlimited in time and place, to the work results and mediated content created for him exclusively for his own business and/or private use. The granting of rights shall only take place after valid conclusion of the contract and - in the case of services subject to a charge - after full payment.

11.3 Any disclosure of work results and underlying concepts, in particular surveys, survey models, training materials, texts, images and pictures, to third parties is excluded.

11.4 The rights of use to unrealized works that were compensated on a time and material basis or created within the scope of a project and compensated on a lump-sum basis remain with Code18. Any further use of Code18's work results that are not completed by Code18 (in particular drafts, ideas, concepts, variants) is prohibited for the customer.

11.5 The customer grants Code18 and any partners all rights to use, process, pass on and publish the content that Code18 requires to fulfill the service.

12 Reference citations

12.1 Code18 expressly reserves the right to name the customer as a reference. This right is granted to Code18 without compensation and unlimited in time and space.

12.2 The customer may revoke the right granted under Clause 12.1 in writing after the expiration of 2 years after the end of the contract term, granting Code18 a reasonable period of time, if necessary, to remove the content in question.

13 Privacy

13.1 Code18's Privacy Policy, as amended from time to time, applies and is available at www.code18.team.

13.2 Code18 may send the customer information about other Code18 services (e.g. in the form of a newsletter or by letter). If the customer no longer wishes to receive such communications from Code18, he may unsubscribe from them at any time by mail or e-mail.

13.3 The customer is obliged to comply with the applicable data protection law when processing personal data in connection with the contract and when transmitting such data to Code18.

13.4 Insofar as the customer provides Code18 with personal data, which Code18 processes as a commissioned data processor within the meaning of the applicable data protection law, the customer shall be deemed to be the sole data controller within the meaning of the data protection law.

14 Final provisions

14.1 Code18 is entitled to transfer individual rights and obligations from the contract or the entire contractual relationship to a third party. A transfer by the customer to a third party is excluded.

14.2 The possible invalidity of a provision of the contract (including its parts) shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by provisions that come as close as possible to the intended purpose.

14.3 The contract is subject to Swiss law. The place of jurisdiction is the registered office of Code18.

Status May 2023