

GENERAL TERMS AND CONDITIONS

1. Scope of application

These **General Terms and Conditions (GTC)** govern the terms and conditions of use of the online application "**Nereida**" (the **Application**) developed by Nereida AG (**Nereida**) for the management of specialized medical organizations, e.g. practices, group practices, clinics and hospitals; the Application enables in particular the management of appointments, invoicing and patient dossiers in electronic form. Different provisions arising from the Contract signed between the customer and Nereida regarding the use of the Application are reserved. The General Terms and Conditions apply at the latest as soon as the customer is bound by the Contract proposed by Nereida or another document that refers to these General Terms and Conditions. The customer and Nereida are hereinafter referred to as the party or parties respectively.

2. Use of the Application

2.1. Principles

Nereida grants the customer a non-exclusive license to access and use the Application and all software programs and services associated with the use of the Application upon payment of the fees provided for in the Contract and the General Terms and Conditions.

2.2. Access

The Nereida Application is accessible via an online portal with the domain name <https://nereida.cloud>. The customer must have a PC/Mac/tablet on which an internet browser is installed and an internet connection that meets the technical requirements for accessing the Application. The customer acknowledges the technical uncertainties inherent in the Internet and the fact that this may result in interruptions in access to the Application.

2.3. User account

Nereida creates a user account that allows the customer to access the Application and the data processed about the customer using the Application (the **Data**). The customer shall communicate to Nereida, in the manner determined by Nereida, the names of the users authorized to access the Application on the customer's behalf. Nereida shall provide the customer with a username and password for each authorized user. The username and password are personal and confidential and may not be used by any person other than the authorized user. The customer is responsible for immediately informing Nereida of any change in the identity of the users authorized to access the Application on the customer's account.

2.4. How the Application works

Nereida uses its best efforts to keep the Application available and ready for use.

The customer acknowledges that the proper functioning of the Application requires that the customer has current and updated IT infrastructure (hardware and software). Before the Contract fulfillment begins, the customer can inform Nereida about its IT infrastructure, and Nereida informs the customer about all elements related to this infrastructure that may affect the proper functioning of the Application.

2.5. Right of use for the Application

The right of use includes the right to use the functionalities of the Application in accordance with the purpose of use. The customer may under no circumstances make the Application available to third parties, with the exception of users authorized to access the Application on the customer's behalf. The customer may also not use the Application to send or store items that contain computer viruses, worms, Trojan horses, or other forms of malicious code. Nereida reserves the right in the event of a violation of the

General Terms and Conditions to terminate the customer's access to the Application, without prejudice to any rights that Nereida may have under the Contract or by law.

3. Updates, development and maintenance

3.1. Updates

Nereida undertakes to update the Application in order to improve or correct any functional errors and, if necessary, to provide the customer with the updated instructions and notices for the use of the Application.

3.2. Development

Nereida reserves the right to propose further developments of the Application at any time, in particular new versions, new modules, or new functionalities of the Application.

At the customer's request, Nereida can develop interfaces that enable the Application to work with all or part of the customer's information systems. Unless expressly agreed otherwise, the development of interfaces will be paid based on Nereida's usual hourly rate.

3.3. Maintenance

Nereida undertakes to maintain the Application so that it is available as much as possible and functions without major defects. Operation of the Application may occasionally be suspended due to maintenance work that is necessary for the proper operation of the Application. Where possible, these interventions are carried out outside normal working hours (7 p.m. to 6 a.m.) and preferably on weekends. Otherwise, Nereida undertakes to inform the customer in advance, where possible.

Nereida undertakes to eliminate, at its own expense, all significant defects that affect the functioning of the Application and that are reported to it by the customer during the term of the Contract.

For the avoidance of doubt, the maintenance of interfaces developed at the customer's request is subject to a separate compensation to be agreed between the parties.

4. Data

4.1. Ownership and transfer

The customer is the exclusive owner of the data processed by the customer using the Application. Nereida undertakes to provide, within a reasonable period of time, a copy of all data in a standard format that is easily readable in an equivalent environment, free of charge, upon the customer's first written request, subject to repeated or abusive requests; in this case, Nereida reserves the right to charge a fee.

4.2. Data processing and data protection

Personal data is processed in accordance with **Annex 1** of these General Terms and Conditions.

4.3. Professional secrecy

Nereida, its bodies, employees, representatives, auxiliary persons and subcontractors are obliged to maintain professional secrecy to the same extent as the customer with regard to the data of which they may become aware. The customer undertakes to instruct Nereida before and throughout the entire term of the Contract and to ensure that Nereida complies with the obligations regarding professional secrecy provided for by Swiss law.

5. Compensation

5.1. Principles for calculating compensation

The **monthly compensation** due for the use of the Application is determined as follows:

- A fee will be charged according to the contract for each invoice sent to the health insurance company / patient and for each credit note, cancellation, or payment reminder, as stipulated in the contract.
- Costs from external service providers will be invoiced to Nereida if they are explicitly indicated.

5.2. Invoicing

Nereida invoices the fees due for use of the Application on a monthly or quarterly basis. Invoices are sent electronically to the email address provided by the customer.

5.3. Late payment

Without prejudice to any possible damages, if the customer defaults on payment, the legally guaranteed default interest shall accrue on the relevant invoice. Nereida may also invoice the customer for all reminder and collection costs or block access to Nereida 60 days after the payment deadline.

6. Intellectual property law and confidentiality

The customer expressly acknowledges that the Application and all rights associated with the Application, in particular intellectual property rights, are the sole and exclusive property of Nereida. The General Terms and Conditions do not grant the customer any rights to the Application other than those stated in Art. 2. In this context, the customer undertakes to use the Application exclusively for the purpose of fulfilling the Contract. In particular, the customer shall refrain from doing anything that involves or aims at the following processes:

- a. Deleting or removing any mention of Nereida as the owner of the rights in relation to the Application, including the software used to operate the Application.
- b. Making a copy, by any means, of all or part of the software programs used by the Application.
- c. Adapting, modifying, translating, recomposing, or distributing the Application.
- d. Decompiling, disassembling, reverse engineering, creating derivative works from the software used by the Application or any attempt to discover or reconstruct the source code, the ideas on which it is based, the algorithms, the file formats or the software programming or interoperability interfaces used by the Application within the limits of the law.
- e. Transferring, leasing, assigning or pledging in any way the ownership of the software used by the Application, in whole or in part.
- f. Developing software based on ideas, features, functions or graphics similar to the software used by the Application or copying ideas, features, functions, or graphics from the software used by the Application or assisting or enabling third parties to do so.
- g. Using, for advertising purposes, the name or trademark of Nereida or one of Nereida's affiliates without the prior consent of Nereida or the affiliates.

7. Warranties

7.1. Care

Nereida assures the customer that the services under the Contract shall be provided in a careful and professional manner in accordance with the highest industry standards. Nereida confirms that it has the technical and human resources and knowledge necessary to provide its services in accordance with the Contract.

7.2. Intellectual property of the Application

Nereida warrants that, to the best of its knowledge and belief, it has all intellectual property rights, licenses and approvals necessary for the proper performance of the Contract and that the Application does not infringe the intellectual property rights of third parties.

Nereida undertakes to defend the customer against any complaint, request or claim from third parties based on the alleged infringement of the intellectual property rights of third parties in connection with the performance of the Contract.

Within the limits of Art. 8 of the GTC, Nereida undertakes to indemnify the customer for any amount (including court costs and legal fees) that the customer may have to pay in connection with any such claim, demand or third-party claim based on the alleged infringement of intellectual property rights.

7.3. No implied warranty

Except for the warranties expressly stated in this Contract, the parties make no other representations, express or implied. In particular, Nereida does not guarantee the customer the result of using the Application or its suitability for the purposes intended by the customer, nor that the Application functions without errors or bugs. Furthermore, Nereida does not guarantee that all bugs and errors will be corrected.

7.4. Liability

Nereida's liability is limited to the direct damage that it has unlawfully caused to the customer in breach of its obligations under the Contract. In the event of minor negligence on its part or gross or minor negligence on the part of an agent, Nereida's liability is limited to the amount corresponding to the total annual remuneration according to the Contract for the year in which the damage occurred.

Nereida is not liable for any other claims or actions, nor for indirect damages, loss of profits, loss of profits, damage to data or personal data, or loss of customers.

Under no circumstances will Nereida be liable for any damage resulting from any interruption or limitation of services provided by telecommunications operators or electricity suppliers or in the event of force majeure.

The customer acknowledges that in the event of a minor or major error or defect in the application or an interface, the elimination of the error or defect is the only claim available to the customer, to the exclusion of any claims for damages under this Art. 8 or by law. In addition, the customer waives the right to file a price reduction lawsuit or to terminate the Contract.

The customer is responsible for ensuring that the correct tax point values for their activities are recorded in the system.

8. Contract duration and termination

8.1. Duration

The Contract is concluded for an indefinite period.

8.2. Termination

The Contract can be terminated at any time with 12 months' written notice. Immediate termination for good cause remains reserved. Good cause includes, in particular, the bankruptcy of one of the parties, the issuance of a provisional or definitive loss certificate against one of the parties, or the dissolution and liquidation of one of the parties. On the other hand, errors, bugs or minor or major defects in the Application or an interface are not considered good cause.

Nereida is entitled to change the applicable terms and conditions with 30 days' written notice to the end of the month, whereby the customer is entitled to terminate the Contract with 7 days' written notice to the end of the month.

8.3. Consequences of termination

In the event of termination of the Contract, for whatever reason, Nereida undertakes to destroy or return, within a reasonable period of time upon the customer's first written request, all data in a standard format that can be read without difficulty in an equivalent environment, at the customer's option.

Except in the event that the Contract is terminated by the customer for good cause with immediate effect, the customer undertakes to compensate Nereida for all services provided up to the end of the notice period as well as all reasonable expenses in connection with the performance of the Contract incurred by Nereida (*pass-through costs*) which cannot be canceled or for which Nereida cannot receive a refund.

9. Various

9.1. Entire Contract

The Contract and the General Terms and Conditions and the documents annexed or incorporated therein constitute the entire agreement with respect to their subject matter and supersede all previous written or oral agreements in this regard. The Contract and the General Terms and Conditions can only be changed in writing.

9.2. Right of representation

Nereida is entitled to be represented by third parties to fully or partially fulfill its obligations under the Contract.

9.3. No definite waiver

If a party waives the assertion of a contractual claim in a specific case, this waiver does not constitute a general waiver of this right.

9.4. Notifications

Notices and notifications relating to the General Terms and Conditions and the Contract must be sent in writing, either by post or by email, in the contractual language to the addresses specified in the Contract. For compliance with or calculation of legal or contractual deadlines, the relevant date is the day of receipt of the notification or the day after the first unsuccessful notification attempt.

9.5. Partial invalidity

Should a provision of the Contract or the General Terms and Conditions be or become invalid or ineffective, the validity of the remaining provisions will not be affected. If a provision is invalid or ineffective, it shall be replaced by a valid provision whose economic purpose comes closest to the purpose pursued by the invalid provision. The same applies if a gap is discovered.

9.6. Applicable law

Swiss law applies exclusively to the Contract and the General Terms and Conditions.

9.7. Place of jurisdiction

All disputes, disagreements or claims arising from or related to the Contract or the General Terms and Conditions, including the validity, invalidity, breach or termination of the Contract or the General Terms and Conditions, shall be decided by the competent courts of the Canton of Solothurn, Switzerland, whereby the Legal recourse to the Federal Court is reserved.

Nereida AG
Olten, July 31st, 2026

Annex 1: Processing of personal data

1.1. General obligation of the parties

The parties undertake to fully comply with their data protection obligations, in particular when transmitting personal data for the purpose of accessing and using the Application.

Nereida, as the contractual data processor within the meaning of this section, undertakes, on behalf of the customer as the controller responsible for data processing within the meaning of this section, to only carry out the processing of personal data as defined below.

1.2. Obligations of the contractual data processor towards the controller responsible for data processing

The contractual data processor undertakes:

- To process personal data exclusively for the purposes provided for in the Contract, provided that the data processor may not reuse, transmit or otherwise use such data without the prior written consent of the controller. In this regard, the data processor guarantees that its Application only transmits the necessary personal data to the recipients intended for this purpose.
- Process personal data in accordance with any documented instructions from the controller. If the contractual data processor is of the opinion that an instruction constitutes a violation of Swiss data protection law, it shall immediately inform the controller responsible for data processing.
- Guarantee the integrity and confidentiality of the personal data processed under the Contract;
- Ensure that the persons authorized to process personal data under the contract (i) undertake to maintain confidentiality or are subject to an appropriate legal obligation of confidentiality and (ii) receive the necessary training in the field of personal data protection;
- With regard to their devices, products, applications, or services, the principles of data protection are taken into account in the design phase and as a default.

With regard to the location of storage of personal data and the security of personal data, the data processor undertakes to comply with the following provisions:

- The contractual data processor shall guarantee that the personal data is hosted on a server in Switzerland; alternatively, in a country whose legislation ensures an adequate level of protection for natural persons (Art. 6 para. 1 FADP), as published by the Federal Data Protection and Information Commissioner FDPIC.
- The contractual data processor undertakes to take the following security measures to ensure the secure handling and storage of the processed personal data: The IT infrastructure, in particular the servers that enable the collection, storage, and security of personal data, are provided by one or more specialized subcontractors based in Switzerland, whose name and general terms and conditions are available upon request.

- The data processor undertakes to take technical and organizational measures that ensure a level of security appropriate to the risk, including a backup structure, means of restoring the availability of and access to personal data within reasonable time in the event of a physical or technical incident, and a procedure for regularly checking, analyzing and evaluating the effectiveness of the technical and organizational measures to ensure the security of processing.

The contractual data processor undertakes to observe the following points when engaging additional subcontractors:

- The contractual data processor may use additional subcontractors (hereinafter referred to as “**subcontractors**”) to carry out specific processing activities.
- In the event of a planned change of the subsequent subcontractor, the contractual data processor must inform the controller responsible for processing in advance in writing. This information must indicate the outsourced processing activities, the identity and contact details of the subsequent subcontractor, and the key details of the contract for the subsequent data processing.
- The subsequent subcontractor is obliged to fulfill the obligations under this Contract on behalf of and in accordance with the instructions of the controller. It is the responsibility of the contractual data processor to ensure that the subsequent subcontractor offers the same sufficient guarantees with regard to the implementation of appropriate technical and organizational measures so that the processing with regard to the processing of personal data complies with the requirements of Swiss law. If the subsequent subcontractor does not fulfill its obligations with regard to the protection of personal data, the contractual data processor remains fully responsible to the controller for the fulfillment by the latter of the obligations of the subsequent subcontractor.

The contractual data processor undertakes to comply with the following with regard to the rights of the data subjects:

- It is the responsibility of the controller to provide information to data subjects at the time the personal data is collected.
- To the extent possible, the contractual data processor must assist the controller in fulfilling its obligation to comply with requests to exercise the rights of data subjects: Right to information, right to rectification, deletion and objection, right to restriction of processing, right to data portability, right not to be subject to automated individual decisions (including profiling).
- If data subjects submit requests to the order data processor to exercise their rights, the commissioned data processor must send these applications by email to the person responsible for processing immediately upon receipt.

The contractual data processor undertakes to observe the following with regard to specific support to the controller:

- The contractual data processor shall notify the controller using the means of communication chosen by the controller of any data protection violation within a maximum of 4 hours of becoming aware of it. This notification must be accompanied by all relevant documentation to enable the controller to inform the relevant supervisory authority of the breach, if necessary.
- The contractual data processor shall support the controller in carrying out impact assessments regarding the protection of personal data, if necessary.
- The contractual data processor shall support the controller in carrying out the prior consultation with the supervisory authority, if necessary.
- The return must be accompanied by the destruction of all existing data copies in the information systems of the contractual data processor. After the destruction has taken place, the contractual data processor must provide written confirmation of the destruction.
- The contractual data processor shall inform the controller of the name and contact details of its data protection officer, if one has been appointed.

Documentation obligations of the contractual data processor:

- The contractual data processor declares that it keeps a written register of all processing activities carried out on behalf of the controller, including:
 - o The name and contact details of the controller on whose behalf it acts, the names and contact details of any subsequent subcontractors and, where applicable, the data protection officer.
 - o The categories of processing operations carried out on behalf of the controller.
 - o Where applicable, transfers of personal data to a third country or international organization, including identification of that third country or international organization and, if necessary, documentation demonstrating the existence of appropriate protective measures.
 - o Where possible, a general description of the technical and organizational security measures, including, where appropriate, but not limited to:
 - The pseudonymization and encryption of personal data.
 - The means to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.

- The means to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident.
- A procedure for regularly checking, analyzing and evaluating the effectiveness of the technical and organizational measures to ensure the security of processing.
- The contractual data processor shall provide the controller with the documents necessary to demonstrate compliance with all of its obligations and to allow and enable the carrying out of audits, including inspections, by the controller or another auditor appointed by the controller contribute to these inspections.

1.3. Obligations of the responsible controller vis-a-vis the contractual data processor

The controller undertakes:

- To provide the contractual data processor with the personal data specified in the Contract.
- To ensure that the personal data transmitted to the contractual data processor is correct, unchanged and up-to-date.
- To document in writing all instructions regarding the processing of personal data by the contractual data processor.
- To ensure beforehand and throughout the entire period of processing that the contractual data processor complies with the obligations set out in the Swiss Federal Data Protection Act.
- To monitor the processing, including carrying out audits and inspections on the premises of the contractual data processor.

The contractual data controller ensures that the personal data of its using customers and the data of its employees are collected and processed in accordance with Swiss data protection law and that this processing is permitted.

The controller guarantees that the processing of personal data by the contractual data processor under this Contract is not prohibited by law or due to an obligation of confidentiality and that the contractual data processor is not obliged to process personal data that the controller itself is not authorized to process.

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Annex 2: Service levels for operating, response and troubleshooting times as well as availability and support process

- 2.1. During operating hours, Nereida receives fault reports and provides its services (e.g. maintenance and care, support, system monitoring). The response time lasts within the operating time from receipt of the fault report to the start of repairs. The time for troubleshooting is the period from receipt of the fault report until completion of the repair

- 2.2. Unless otherwise agreed, the following operating response times apply:

Operating time: Monday to Friday from 8 a.m. to 12 p.m., 1:30 p.m. to 5 p.m. (excluding public and local holidays at the place of performance)

Response time: During operating hours, according to the following priority and severity level for fault reports

Normal (8 hours)

Impaired continuation of work by one or more employees during the execution of non-business-critical processes or partial failure of Nereida (individual functions) and if a workaround solution is temporarily available until the fault is rectified.

Critical (4 hours)

Continued work of one or more employees during execution of medium business-critical processes partially not possible or partial failure of Nereida (individual functions) and if a workaround solution is temporarily available until the fault is rectified.

Emergency (1 hour)

Continued work of several employees is not possible for business-critical processes or total failure of Nereida and if no workaround solution is available.

Emergency reports must be made by telephone.

- 2.3. Nereida shall begin to resolve the problem within the response time. No fixed troubleshooting time shall be agreed, although Nereida will guarantee the customer a troubleshooting time appropriate to the priority. For fault reports classified as emergencies, the parties shall agree, if necessary and per case, on a troubleshooting time, with Nereida providing the customer with a status update at least daily, without being requested to do so, until the fault has been completely resolved.

- 2.4. At the request of the customer and in coordination with Nereida, Nereida also provides its services outside of operating hours for a separate fee.

- 2.5. Nereida guarantees at least an availability of the Application of 99.7% during operating hours and per quarter. This means that the Application may not be available for a maximum of 66 hours per quarter, including any foreseeable maintenance interruptions.

Nereida shall schedule foreseeable maintenance interruptions outside of operating hours and inform the customer at least 14 days in advance by email.

- 2.6. Nereida shall notify the customer of major updates and provide the customer with the opportunity to test such updates in a non-production environment. If a planned Nereida release requires changes on the part of the customer, Nereida shall coordinate this with the customer in advance.
- 2.7. Communication in the support process (end user support and inquiries as well as fault reports) shall always take place as follows for each fault case or support request

Contact Nereida for operational support services

Email	support@nereida.swiss
Phone	+41 32 625 60 40

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