dolmX AG General Terms and Conditions for Subcontractors

1. Scope

1.1. These General Terms and Conditions ("GTC") set out the legally binding terms and conditions for remote video interpreting services ("Services") delivered by dolmX AG ("dolmX") through its external, self-employed interpreters ("Subcontractors") via the www.dolmx.ch platform. They apply to all orders provided by dolmX and accepted by the Subcontractor. By registering on the platform, the Subcontractor accepts these GTCs without reservation. Deviating conditions of the Subcontractor are expressly excluded. If the Subcontractor does not agree with all the provisions of these GTCs or does not meet the requirements set forth therein, the working relationship cannot exist.

1.2. dolmX is entitled to change or amend these GTCs at any time. In this case, the Subcontractor will be informed about this in advance. The new terms and conditions enter into force two calendar weeks following receipt thereof, unless the Subcontractor has objected to the new terms and conditions in writing (by letter or email) within one week of receipt thereof. In this case, the working relationship between the parties ends when the new GTCs come into force. Any orders not yet processed at that time and concluded under the previous GTCs remain in force and shall be fulfilled under the terms and conditions of the previous GTCs.

2. Contractual Object

2.1. The contractual object is the provision of Interpreting Services exclusively via video call by dolmX through its Subcontractors on behalf of its clients on its platform. Written translation services are excluded.

2.2. The provision of Services is governed by the simple mandate pursuant to Art. 394 et seq. of the Swiss Code of Obligations (CO).

3. Conclusion of the Contract

3.1. In order for the Subcontractor to work for dolmX as an interpreter, registration on the platform followed by the creation of a user account is required. As part of this process, the Subcontractor must provide personal information and evidence of their qualifications and self-employed status. In addition, they must accept the GTCs. Subsequently, dolmX manually checks the Subcontractor's profile and qualifications. If necessary, dolmX may require further documents from the Subcontractor.

3.2. If dolmX approves the Subcontractor's profile, they may log in to the platform. Secondly, the Subcontractor has to enter their bank details and link these to the payment service provider's platform. From this moment on, the Subcontractor can view and accept the pending requests of clients for the Interpreting Services offered by dolmX on the platform.

3.3. With the acceptance of such a request the contract between dolmX and the Subcontractor comes into effect on the basis of the relevant valid GTCs and under the condition that the client does not change or cancel the order up to 60 minutes before the start of the service provision (see in this respect 3.4 below).

3.4. The Subcontractor acknowledges that the client can change the order free of charge up to 60 minutes before the assignment is due to begin. The Subcontractor will be informed about such a change by email in their user account and may confirm or reject it. In the event of a rejection, the order is canceled retroactively – in application of the condition subsequent according to 3.3 above. Late changes or cancellations on the part of the client are not possible or will incur costs.

3.5. If the client does not appear on time for an agreed video call, the Subcontractor is obliged to wait for them for 15 minutes from the agreed start time. If the client does not appear by this time, the Subcontractor may terminate the video call. In such cases, the client is obliged to cancel the order, and the Subcontractor will be compensated with the appropriate fee.

3.6. The Subcontractor is not entitled to receive assignments commissioned by dolmX. The requests shown by dolmX on the platform are allocated to the Subcontractors on a first come, first serve basis.

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4. Subcontractors

4.1. The Subcontractor confirms having been recognized by the relevant compensation fund as a self-employed person and that they fulfill the orders within the scope of the working relationship as a self-employed person. As part of the registration process, they must provide appropriate documentation. Any further documentation shall be submitted to dolmX at any time immediately upon request.

4.2. The parties agree that this working relationship does not constitute an employment relationship between the parties. With payment of the contractually agreed compensation, all Services (including taxes) delivered by the Subcontractor are thereby settled. dolmX shall in particular not provide any social benefits (AHV, IV, ALV, etc.) or other compensation to the Subcontractor, in particular in the event of accident, illness, disability and death. Any levies in this respect are exclusively paid in full by the Subcontractor and are fully compensated as agreed in accordance with 7 below.

4.3. The Subcontractor shall notify dolmX immediately in writing of any changes in their status (in particular withdrawal of recognition as self-employed). If the changes that have occurred preclude a continuation of the working relationship in accordance with these GTCs, dolmX is entitled to terminate this relationship without notice.

4.4. The Subcontractor shall personally fulfill the contractual object. Without the prior written consent of dolmX, the Subcontractor is prohibited from involving third parties (including employees) for the performance of the contractual object or from delegating such performance to such third parties.

4.5. dolmX may enter into a working relationship with an interested Subcontractor at its sole discretion. Refusal does not have to be justified by dolmX. There is no right to use the platform or the Services offered by dolmX.

5. Duties of the Subcontractor

5.1. The Subcontractor shall inform dolmX of all prerequisites so that they can fulfill the contractually agreed Services. The duties and obligations of the Subcontractor include, but are not limited to:

- Fulfilling accepted orders in accordance with the contract to the highest standard as well as in accordance with the due diligence customary in the industry. This includes, in particular:
  - Accepting only those orders that they can fulfill in compliance with the contractual and applicable industry standards
  - Starting the video call on time (joining the call is possible from five minutes before the agreed time)
  - Adjusting their speaking speed appropriately and according to the client's request
  - Ensuring a stable Internet connection with clear audio and video signal
  - Fulfilling the order in a quiet and closed room without the presence of third parties (observance of secrecy and data protection and security requirements in accordance with 9 and 10 below)
- Personally fulfilling accepted orders within the meaning of 4.4 above
- Fulfilling the accepted orders exclusively via the dolmX platform.
- Having the resources and IT infrastructure necessary for the provision of Services in the Subcontractor's domain, and
- Ensuring that personal data and information entered on the platform are correct and up to date at all times.
- The Subcontractor is obliged to wait for the client for at least 15 minutes from the agreed start time. If the client does not appear within this timeframe, the Subcontractor may terminate the video call, in which case they will be compensated in accordance with the regulations regarding a cancellation subject to charges.
- Maintaining the confidentiality of access data provided by dolmX to the client (no disclosure to unauthorized third parties). If the Subcontractor becomes aware that unauthorized third

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parties are in possession of this access data, they shall inform dolmX without delay to the fullest extent. The Subcontractor is responsible for all activities that take place via their access data.

- Using the platform in accordance with the law and the contract

- Maintaining, caring for and protecting the Subcontractor's own IT infrastructure adequately, in particular to prevent damage to the platform and IT infrastructure of dolmX and its clients

- Taking technical and organizational measures to protect confidential information from misuse and access by unauthorized third parties

- Irrevocably deleting any information and personal data received in connection with the fulfillment of the order immediately after it has been delivered.

- Complying with the rules of use and instructions for action communicated by dolmX or third parties within the scope of service provision as well as in interacting with the platform

- Complying with the agreed deadlines confirmed by dolmX and its clients

- dolmX will be notified immediately should the Subcontractor become aware of any use of the platform that is in violation of these GTCs (contact@dolmx.ch).

5.2. In particular, the Subcontractor is prohibited from:

- Using the platform or the services for unlawful, immoral, fraudulent, discriminatory, slanderous and/or any illegal purposes.

- Intentionally manipulating the platform or otherwise using it in a manner contrary to the law or the terms of the contract

- With the exception of the actual service provision, communicating directly with clients of dolmX. Any questions in connection with the provision of services shall be addressed to dolmX.

- Providing Services offered on the platform directly to the client by bypassing the platform. In particular, the Subcontractor is prohibited from:

  o Disclosing personal information such as email addresses, telephone numbers or other contact details for the purpose of direct or indirect contact with the client;

  o Inviting clients registered on the platform to procure Services outside the scope of the platform;

  o Canceling Services ordered through the platform, with the aim of delivering services to the client directly;

  o Using the communication system provided on the platform other than for order-related communication between the client and the Subcontractor and/or dolmX.

5.3. Further duties and obligations of the Subcontractor are reserved. If the Subcontractor fails to comply with their obligations to cooperate, even upon written request (email is sufficient) by dolmX, the latter may at its own discretion temporarily suspend the working relationship or terminate it without notice. dolmX is entitled to bill the Subcontractor for any additional expenses incurred on a costs basis, reserving the right to assert further claims. Violations may also be subject to civil and criminal penalties.

6. Payment

6.1. The Subcontractor will be shown an estimate of the payment expected for the job (based on information provided by the client). The actual amount to be paid depends on the actual duration of the respective service. This is billed by the minute upon delivery of the service. Payment is usually made by the payment service provider within five working days of the service being rendered or after the client has canceled the payment subject to costs.

6.2. Unless otherwise stated, payment is made in CHF excluding VAT and any other taxes. The Subcontractor shall bear any additional bank charges incurred.

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6.3. The client and Subcontractor may start the video call on the platform at the earliest five minutes before the agreed time. The billable minutes start from the moment when both parties have started the video call. The first 15 minutes of the service provision are billed to the Subcontractor at a flat rate. After that, all invoicing is on a per-minute basis. As soon as the client or the Subcontractor ends the video call, the billable time is stopped and the client is automatically invoiced. Any interruptions to the connection that may occur during the provision of the service are not recorded as billable time. If the connection is not re-established within five minutes of an interruption – for whatever reason – the video call is automatically terminated and charged.

6.4. Cancellations on the part of the client that are subject to costs will be reimbursed to the Subcontractor in the amount of minimum CHF 25 (plus VAT if applicable). The actual reimbursement amount depends on the booked duration of the assignment.

6.5. If a blocking or debit via the credit card deposited by the client is not possible, the payment of the Subcontractor will be postponed until dolmX has been able to fully collect the outstanding debt from the client.

6.6. dolmX uses the services of Stripe Inc. ("Stripe") for payment processing. All payments on the platform are made exclusively via Stripe. Other forms of payment are expressly prohibited. In this regard, the Terms and Conditions of Stripe apply.

7. Intellectual Property Rights

7.1. All intellectual property rights to the platform are held by dolmX or third parties.

7.2. As long as the client has a user account on the platform, they have the non-exclusive and non-transferable right to use the platform during this period in accordance with the contract and as intended. To the extent necessary for the fulfillment of the contract, dolmX is granted the right to process and use content and data received from the client.

7.3. If third parties take legal action against dolmX due to the conduct of the Subcontractor in violation of the law or the contract, the latter is obliged to fully indemnify and hold dolmX harmless upon first request.

8. Confidentiality

8.1. The Subcontractor undertakes to keep confidential all of the processes and information pertaining to the client and dolmX that they become aware of in the course of the preparation, implementation and fulfillment of the working relationship with dolmX. In addition, they will not disclose such information to third parties without the authorization of dolmX

8.2. The Subcontractor and their agents, employees and any subcontractors are aware that the information brought to their attention by dolmX or its clients may be subject to increased confidentiality. This includes, in particular, data requiring special protection (e.g. health data) and/or data subject to professional (e.g. medical) or official secrecy. The Subcontractor ensures the confidentiality of this information within their sphere of influence by obliging all of their agents, employees and any subcontractors – beyond the scope of the joint working relationship – to keep confidential information secret.

8.3. The obligation to maintain secrecy continues without limitation even after termination of the working relationship between dolmX and the Subcontractor.

8.4. The Subcontractor acknowledges and confirms that video calls – without prior and verifiable consent of all parties involved – may not be recorded.

8.5. A breach of these confidentiality obligations may be sanctioned under criminal and civil law and could result in liability for damages.

9. Data Protection and Security

9.1. With regard to data protection, the privacy policy on the platform, which can be found here, applies. In order for the Subcontractor to open a new account, they must confirm having read and understood the privacy policy in addition to these GTC.

9.2. The Subcontractor takes appropriate technical and organizational measures to secure its own IT infrastructure and to comply with the legal requirements.

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9.3. The Subcontractor shall grant dolmX the possibility to effectively monitor compliance with the legal and contractual requirements regarding confidentiality as well as data protection and security if required (e.g. by requesting corresponding evidence or on-site inspections at the Subcontractor's premises).

10. Duration of Working Relationship

10.1. The Subcontractor's user account on the platform is granted for an unlimited period of time.

10.2. The parties may terminate the user account and consequently the working relationship at any time by giving seven days' notice in writing (by email or letter). Any orders accepted, which can only be fulfilled after termination of the working relationship, are deemed to be canceled without compensation and will be re-advertised by dolmX.

10.3. If the Subcontractor seriously or repeatedly violates these terms and conditions, dolmX is entitled to terminate the working relationship exceptionally without notice and to deactivate the account.

10.4. dolmX reserves the right to discontinue the operation of the platform and all related Services at any time.

10.5. Any outstanding claims on the part of dolmX against the Subcontractor become due for payment immediately upon termination of the working relationship.

11. Non-solicitation

11.1. The Subcontractor agrees not to solicit employees, clients or other subcontractors of dolmX in any way, directly or indirectly, during the working relationship and up to one year after its termination. In the event of a violation, the Subcontractor undertakes to pay a contractual penalty of CHF 10,000. Payment of the penalty does not release the Subcontractor from further compliance with the non-solicitation obligation. We reserve the right to make further claims for damages.

12. Audit

12.1. The Subcontractor agrees that dolmX, its clients, and internal and external auditors may verify upon reasonable notice whether the Subcontractor has complied with their legal and contractual obligations. In the event of such an audit, the above persons shall be granted access to the requested information and data immediately upon request. Any on-site inspections will generally take place during normal business hours. In this case, the above persons shall be granted access to the respective work premises. The Subcontractor may require such persons to sign a confidentiality agreement.

13. Warranty and Liability

13.1. The Subcontractor undertakes to perform the contract diligently in the interest of dolmX and its clients in accordance with the contractual agreements and the principles of best professional practice. The Subcontractor is liable for all damages caused to dolmX or its clients unless they can prove that they are not at fault. They indemnify dolmX and its clients accordingly.

13.2. If the client is dissatisfied with the service provision and contacts the Subcontractor in this regard, they shall refer the client to dolmX. The Subcontractor is not allowed to make any commitments to the client in this regard.

13.3. dolmX strives for its platform to be available at all times. However, it cannot provide any guarantee for the uninterrupted and trouble-free functioning of the platform.

13.4. dolmX reserves the right to modify the platform at any time. dolmX therefore does not guarantee that all functions of the platform, which were available at the time of the conclusion of the contract, remain unchanged.

13.5. dolmX assumes no liability for all claims arising out of or in connection with the provision of Services (including contractual and non-contractual claims) to the fullest extent permitted by law. It is liable only for damage caused intentionally and by gross negligence, in the case of personal injury and of slight negligence. Any further liability also for indirect damages, loss of profit or data, and consequential damages is – as far as legally permissible – excluded. dolmX is also not liable for service failures or delays due to force majeure or unforeseeable temporary

obstacles to performance for which it is not responsible (in particular the failure of communication networks and gateways of other operators or the Subcontractor). If liability cannot be excluded to the extent described due to mandatory statutory provisions, the liability of dolmX is limited to the compensation owed to the Subcontractor for the relevant order in any case.

14. Final Provisions

14.1. Any offsetting with counterclaims on the part of the Subcontractor not recognized by dolmX or not legally established is excluded.

14.2. The Subcontractor may not transfer any rights and obligations arising from the legal relationships existing between the Subcontractor and dolmX to third parties (including affiliated companies) without the prior, express and written consent of dolmX.

14.3. If any provision of these GTCs or individual contract is or becomes invalid in whole or in part, the remaining provisions nevertheless remain valid. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of that provision.

14.4. Notices shall be made in writing to the other party. Unless more stringent provisions apply by contract or by law, an email is sufficient. Such notices are sent by dolmX to the email address stored by the Subcontractor in their user account. Notices from the Subcontractor for the attention of dolmX shall be sent to the email address shown in their user account.

14.5. Any amendments or additions to these GTCs shall be made in writing. This also applies to the above requirement regarding the written form. Should one of the provisions be or become invalid, this does not affect the validity of the remaining provisions.

15. Jurisdiction and Applicable Law

15.1. The contractual relationship between dolmX and the Subcontractor is governed exclusively by Swiss law, to the exclusion of conflict of laws rules and the Vienna Sales Convention.

15.2. The place of jurisdiction is the registered office of dolmX. dolmX is also entitled to take legal action against the Subcontractor at their registered office.

dolmX, January 2023

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