

1 GTC for Customers (Service Recipients)

For services offered to owners of second-hand vehicles via the website

<https://autosecuro.ch> or <https://my.autosecuro.ch>.

1	GTC for Customers (Service Recipients)	1
1.1	Basis of the Contract Service Recipient	2
1.1.1	General	2
1.1.2	Period of Validity for Services	2
1.1.3	Geographical Scope	2
1.1.4	Interchangeable number plates	2
1.1.5	Deposit of number plates	2
1.1.6	Assignment of claims	2
1.2	Payment for Services	2
1.2.1	Basis for service charges	2
1.2.2	Development of service costs	2
1.2.3	Payment	2
1.2.4	Consequences of late payment	2
1.2.5	Refunds and Balances	2
1.2.6	Set-off	2
1.2.7	Contract amendments by Groupstema	2
1.3	Grace period (obligations)	2
1.3.1	Grace period	2
1.4	Procedure for claims (obligations)	3
1.4.1	Obligation to report and repair costs	3
1.4.2	Coverage and the party responsible for repairs	3
1.4.3	Groupstema's right of inspection	3
1.4.4	Garages and contractors for repairs	3
1.4.5	Performance of Groupstema's service obligation	3
1.4.6	Exemption from the obligation to perform	3
1.4.7	Changes in service costs following entitlement to services	3
1.5	Termination following a claim	3
1.6	Consequences of breach of contract	3
1.7	Sanctions	3
1.8	Contract Transfer (Assignment and Assumption of Contract)	3
1.9	Membership of the Autosecuro Association and special offers	3
1.10	Applicable law and jurisdiction	3
2	Special provisions for the 'Extended Warranties' service area	4
2.1	Maximum claim amounts	4
2.1.1	Car: «ESSENTIAL» warranty	4
2.1.2	Car: «PREMIUM» warranty	4
2.1.3	Car: «PRESTIGE» warranty	4
2.1.4	Motorcycle: Warranty offer up to 350 cc "PREMIUM"	4
2.1.5	Motorcycle: Warranty offer from 351 cc "PREMIUM"	4
2.2	Maximum mileage	4
2.2.1	Car	4
2.2.2	Motorcycle	4
2.3	Overview of covered components for cars	4
2.3.1	Car: «ESSENTIAL» warranty	4
2.3.2	Car: «PREMIUM» warranty	4
2.3.3	Car: «PRESTIGE» warranty	5
2.4	Overview of components covered for motorbikes	5
2.4.1	Motorcycle: «PREMIUM» warranty	5
3	Special provisions for intermediaries in the 'warranty' services sector for cars and motorbikes	6
3.1	Activities of the intermediary	6
3.1.1	General	6
3.1.2	General	6
3.1.3	Reporting	6
3.1.4	Equipment and Access	6
3.1.5	Training costs	6
3.2	Remuneration and costs	6
3.2.1	Entitlement to Commission	6
3.2.2	Amount of commission	6
3.2.3	Other provisions	6
3.3	Payment of commission	6
3.4	Competition and other activities	6
3.5	Confidentiality	6
3.6	Term and Termination	6
3.7	Final Provisions	6

1.1 Basis of the Contract Service Recipient

1.1.1 General

The rights and obligations of the contracting parties and the scope of the services and products are set out in these General Terms and Conditions (GTC) and in any 'Special Conditions' applicable to the respective service or product as set out on <https://autosecuro.ch>. These also form an integral part of these GTC.

1.1.2 Period of Validity for Services

Services commence, subject to any applicable waiting period, on the date specified in the contract and cover any issues arising during the term of the contract in accordance with the relevant service or product.

The contract term ends automatically when the registered vehicle reaches the age and usage limits set out in these General Terms and Conditions and/or in the 'Special Provisions' relating to the services, which may vary and are set out in the relevant 'Special Provisions'.

If a service claim is rejected, any existing service cover shall lapse three days after the notice of rejection has been delivered to the service recipient. Service charges are payable on a pro rata basis until the service cover lapses.

Four months before the end of the contract term, the service recipient will be informed of the automatic renewal of the relevant contract. Unless the contract is terminated in writing or via the portal <https://my.autosecuro.ch> at least three months before expiry, it shall be automatically extended for a further year. Notice of termination is deemed to have been given in good time if it is received by the other party no later than the last day before the start of the three-month period. Unless otherwise specified in the notice of termination, it applies to all services covered by the contract. If the contract is concluded for a term of less than one year, it ends on the date specified in the contract.

1.1.3 Geographical Scope

The services are provided exclusively in Switzerland and the Principality of Liechtenstein. Should an incident occur outside Switzerland or the Principality of Liechtenstein, and should repairs be carried out on site, the service recipient's entitlement shall lapse.

Breakdown assistance and/or repatriation are only provided if a corresponding service has been expressly agreed, where offered.

If the vehicle owner and service recipient moves their place of residence from Switzerland or the Principality of Liechtenstein to a foreign country (the Principality of Liechtenstein is not considered a foreign country), the service recipient is obliged to notify Groupstema of this within 3 days. The service ceases at the time the Swiss or Liechtenstein number plates are surrendered or as soon as the insured vehicle is registered abroad, but at the latest upon expiry of the service year in which the move abroad takes place.

1.1.4 Interchangeable number plates

Where cover is taken out for vehicles that are registered with interchangeable number plates, the cover applies exclusively to the chassis number specified by the policyholder as stated on the vehicle registration certificate.

1.1.5 Deposit of number plates

If the number plates corresponding to the registration number covered by Groupstema's services are deposited with the relevant authority, the service shall be deemed to have expired from that point in time, and no claims may be made from and including that day.

Reactivation of the same registration number requires the conclusion of a new service contract with Groupstema. The service fees remain payable until the service recipient has submitted the vehicle registration certificate stamped as 'invalid'.

1.1.6 Assignment of claims

The service recipient may not transfer, assign and/or pledge any claims relating to the services prior to their final determination without the express consent of Groupstema.

1.2 Payment for Services

1.2.1 Basis for service charges

Service costs are based on the selected scope of services and the information provided by the service recipient regarding the master number for which the services are contracted with Groupstema. Should any of this information change, Groupstema must be informed immediately. Groupstema shall then be entitled to amend the contract to reflect the changed circumstances.

1.2.2 Development of service costs

The premium remains unchanged following a claim. Exceptions are made for adjustments in individual cases, which in all instances require a separate agreement with the service recipient.

1.2.3 Payment

Payment refers to the settlement of the contractually defined annual amounts.

For annual payments, the service recipient is granted a 10% discount on the respective annual total of the service premium (excluding VAT); for half-yearly payments, a 5% discount applies.

These can be paid by credit card, TWINT or PayPal via <https://autosecuro.ch> using an automated payment process. Payment via a QR code invoice is also available as an option (a surcharge of CHF 5 applies per invoice). Should more than one payment be due for a contract – i.e. half-yearly or monthly payments – the outstanding amounts will be automatically debited via credit card, TWINT and PayPal.

In all cases, the QR code invoice will be sent exclusively by email to the email address provided by the service recipient, or made available in the customer account at <https://my.autosecuro.ch>.

1.2.4 Consequences of late payment

If the service recipient fails to meet their payment obligation, they will be requested to pay and must pay the reminder fees as well as interest on arrears in accordance with Article 104 of the Swiss Code of Obligations (CO).

1.2.5 Refunds and Balances

If the contract is terminated early, Groupstema shall refund the amounts paid for the unexpired service period. The calculation for this shall be carried out on a monthly basis.

The contracting parties waive the right to claim balances arising from service cost statements of less than CHF 5.

1.2.6 Set-off

Groupstema may set off its outstanding claims against the service recipient against the service recipient's claims for any compensation or refunds of service costs.

1.2.7 Contract amendments by Groupstema

Groupstema may amend the contract with effect from the following service year (e.g. increase service costs, adjust service terms or service fees, and so on).

Groupstema must notify the service recipient of the new service charges or contractual terms no later than 60 calendar days before the expiry of the notice period. The service recipient is then entitled to terminate the service contract in accordance with the terms of termination. If the service recipient fails to give notice of termination, this shall be deemed to constitute consent to the amendment of the service contract.

The following contract amendments will not be notified to the service recipient by Groupstema in advance and do not entitle the service recipient to terminate the contract:

- The introduction or amendment of contractual adjustments required by law or by the authorities.
- A change to the VAT rate applicable to a service (2026: VAT rate 8.1%).

1.3 Grace period (obligations)

1.3.1 Grace period

Should waiting periods be specified for services and/or products on <https://autosecuro.ch>, the following conditions shall apply.

For all warranty extensions, a claim may be reported by the service recipient to Groupstema via the portal <https://my.autosecuro.ch> no earlier than three months after the contract has been concluded.

During the waiting periods, Groupstema will repeatedly request the service recipient to provide evidence to Groupstema that the vehicle in question, as identified by its chassis number, is roadworthy, and that the vehicle with the relevant chassis number has been serviced in accordance with the manufacturer's specifications. The vehicle inspection must be carried out by a Groupstema partner garage; the link to the list of authorised partners can be found in the footer of the website <https://autosecuro.ch>.

The main points checked at the partner garages are as follows:

- A brief general check of all systems covered by the Autosecuro service package taken out.
- A short test drive to check roadworthiness and the functionality of the gearbox and chassis.
- Testing of exhaust emissions and particulate matter in accordance with the requirements of the Swiss Road Traffic Act.

In accordance with the agreement between Groupstema and its partner garages, the results of the vehicle inspection are uploaded directly to the portal <https://my.autosecuro.ch> following the inspection.

1.4 Procedure for claims (obligations)

1.4.1 Obligation to report and repair costs

The service recipient must submit claims for services within three calendar days via their personal account on <https://my.autosecuro.ch>; some of the required information is mandatory, whilst other details are optional. The vehicle's location and initial details must also be provided.

The service recipient must submit details of the steps taken to arrange repairs through their own partners by means of a detailed written quotation from their partner.

1.4.2 Coverage and the party responsible for repairs

In the case of repairs, cover is limited exclusively to the cost of materials included in a service as set out in the 'Special Provisions' in accordance with these General Terms and Conditions.

1.4.3 Groupstema's right of inspection

Groupstema is entitled to inspect the vehicle at the vehicle's location within fourteen calendar days of being notified by Groupstema, or to have it analysed by one of its own external experts. Groupstema must also be given the opportunity to inspect the vehicle again following repairs.

1.4.4 Garages and contractors for repairs

The service recipient must engage only competent and reputable partners and garages. The client of the service recipient's partner is always the service recipient of Groupstema. A contractual relationship exists exclusively between Groupstema and the service recipient.

1.4.5 Performance of Groupstema's service obligation

Groupstema may fulfil its obligation to provide the service unilaterally and at its discretion, either in the form of mechanical replacement parts and/or in the form of a financial transfer in accordance with this contract, whereby Groupstema has the right of first refusal to supply the relevant replacement parts and/or parts thereof.

In the event of a financial transfer, the service recipient's garage shall issue the invoice to Groupstema, made out in Groupstema's name. On this basis, Groupstema shall calculate the material costs incurred for the repair and present them transparently in a corresponding statement to the garage and the service recipient.

1.4.6 Exemption from the obligation to perform

The following describes the exemption from the obligation to perform in respect of any claims for services on the part of the service recipient:

- failure to comply with the requirements regarding the aforementioned brief TCS vehicle inspection at a TCS technical centre in Switzerland (the service recipient will be reminded of this repeatedly by Groupstema via email);
- unilateral repair carried out on the service recipient's own initiative and at their own expense, or by a partner of their choice, without involving or notifying Groupstema in advance;
- a claim for services that exceeds the parameters defined for a particular service, and the service recipient's decision to waive the repair;
- previous accidents which may have caused damage to a component within the scope of the services covered;
- Failure by the service recipient to comply with the service obligations set out by the vehicle manufacturer, as well as failure to provide the relevant evidence required in this regard.
- Damage caused by a lack of maintenance, by a shortage of oil or coolant and/or by oil loss resulting from external damage, by overheating, by racing, by tuning or performance-enhancing measures,

by improper repairs, and consequential damage arising from components not included in and/or excluded from a particular service, as well as wear parts of any kind.

1.4.7 Changes in service costs following entitlement to services

Service costs remain unchanged following a claim. Exceptions to this are restructuring measures in individual cases, which in all instances require a separate agreement with the service provider.

1.5 Termination following a claim

Groupstema may terminate the contract following any claim for benefits made by the service recipient. Termination by Groupstema may take place no later than the 90th calendar day following notification of the claim and may apply either to a single service or to the entire relationship with the service recipient. The service cover and the service recipient's obligation to pay cease upon receipt of the notice of termination.

1.6 Consequences of breach of contract

Groupstema may not impose any disadvantage on the service recipient if the service recipient proves that, in the circumstances, the breach is to be regarded as through no fault of their own.

Failure to pay service charges due to the service recipient's insolvency shall not be regarded as through no fault of their own. Nor shall failure to comply with communications sent by email and/or text message, and the associated requirement to submit evidence regarding the condition of the vehicle, be regarded as through no fault of their own.

1.7 Sanctions

Groupstema shall not provide any services if doing so would breach applicable economic, trade or financial sanctions.

1.8 Contract Transfer (Assignment and Assumption of Contract)

Groupstema is entitled at any time to transfer, assign or have transferred, in whole or in part, contracts and all resulting rights and obligations to an affiliated company or other third parties. The service recipient hereby gives their consent to this, insofar as such consent is required under applicable law.

The transfer shall not affect either the content or the scope of the contractual rights and obligations of Groupstema and/or the Service Recipient. In particular, the agreed services, remuneration, liability provisions and all other contractual terms shall remain unchanged. The Service Recipient is not entitled to terminate the contract solely on the grounds of a change in the contracting party, nor to derive any other claims therefrom, unless mandatory statutory provisions provide otherwise.

1.9 Membership of the Autosecuro Association and special offers

Upon conclusion of a contract with Groupstema AG, the service recipient automatically becomes a passive member of the Autosecuro Association free of charge.

Membership serves, for example, to enable the Service Recipient to take advantage of information, special offers and discounts, and does not entail any additional costs or obligations for the Service Recipient. Membership also serves to facilitate networking with other association members.

The Autosecuro Association may arrange or make available to its members special terms, discounts, concessions and other offers from third-party providers. Information about such offers is provided by Autosecuro on behalf of Groupstema.

There is no entitlement to specific offers, benefits or their continued availability. The nature, scope and terms of the respective offers are determined by the relevant third-party providers. The respective third-party providers are solely responsible for the provision of services under such offers. Any contractual relationships that the service recipient enters into with third-party providers on the basis of such offers are concluded exclusively between the service recipient and the third-party provider concerned.

1.10 Applicable law and jurisdiction

Swiss law applies to these contracts. The place of jurisdiction is Zurich.

2 Special provisions for the 'Extended Warranties' service area

2.1 Maximum claim amounts

2.1.1 Car: «ESSENTIAL» warranty

The maximum claim amount for this service area is limited to CHF 6,000. In the event of a claim, the cost of materials is covered in full up to this amount, as set out in the service overview.

2.1.2 Car: «PREMIUM» warranty

The maximum claim amount for this service area is limited to CHF 8,000. In the event of a claim, the cost of materials as set out in the service overview is covered in full up to this amount.

2.1.3 Car: «PRESTIGE» warranty

The maximum claim amount for this service area is limited to CHF 12,000. In the event of a claim, the cost of parts as set out in the service overview is covered in full up to this amount.

2.1.4 Motorcycle: Warranty offer up to 350 cc «PREMIUM»

The maximum claim amount for this service area is limited to CHF 4,000. In the event of a claim, the cost of parts as set out in the service overview is covered in full up to this amount.

2.1.5 Motorcycle: Warranty offer from 351 cc «PREMIUM»

The maximum claim amount for this service area is limited to CHF 7,000. In the event of a claim, the cost of parts as set out in the service overview is covered in full up to this amount.

2.2 Maximum mileage

2.2.1 Car

The maximum mileage for claiming services is 200,000 km.

2.2.2 Motorcycle

The maximum mileage for claiming services is 80,000 km.

2.3 Overview of covered components for cars

2.3.1 Car: «ESSENTIAL» warranty

2.3.1.1 Powertrain (internal combustion and hybrid)

Engine block comprising:

Engine block, cylinder block, cylinder liners, cylinder head, cylinder head gasket (in the event of consequential damage to a covered component)

Engine block comprising:

valve cover, oil pan, timing housing, crankcase

2.3.1.2 Internal engine components

Internal engine components comprising:

crankshaft, connecting rod, connecting rod bearing, crankshaft bearing, piston, piston rings, piston pin, camshaft(s), camshaft bearing, rocker arm, follow-up lever, valves, valve guides, valve seats, valve springs, hydraulic tappets, cup tappets, balance shafts

2.3.1.3 Valve train and supercharging

Timing system comprising:

Timing chain (in the event of a material defect), timing chain sprockets, timing chain tensioner, timing chain guides, timing belt pulleys, camshaft adjuster, variable valve timing

Charging system comprising:

Turbocharger, supercharger, wastegate, turbocharger actuator, turbocharger mountings

2.3.1.4 Electric and petrol drive

Electric drive comprising:

Alternator, drive unit, electric motor

Gas drive comprising:

Pressure regulator, evaporator, control unit, pressure gauge, valves, flow distributor

2.3.1.5 Gearbox

Manual gearbox comprising:

Dual-mass flywheel, gearbox housing, main shaft, intermediate shaft, output shaft, gears, synchroniser rings, synchroniser bodies, shift forks, shift sleeves, bearings, needle bearings, roller bearings, bushings, gearshift linkage, differential (integrated into the gearbox)

Automatic gearbox comprising:

Dual-mass flywheel, gearbox housing, planetary gear sets, sun gears, ring gears, multi-plate clutch carrier, oil pump, valve body, hydraulic block, shift valves, pressure control valves, transmission control unit (internal), shafts, bearings, bushings, differential (integrated), torque converter, torque converter lock-up clutch (internal)

2.3.2 Car: «PREMIUM» warranty

Same as «ESSENTIAL», plus the following areas:

2.3.2.1 Braking and cooling systems

Cooling system comprising:

Water pump, radiator, radiator hoses, thermostat, expansion tank, coolant

Braking system comprising:

ABS components, brake cylinders, power brake unit, vacuum pump, brake force regulator/distributor, brake calipers, wheel brake cylinders. Brake pads and brake discs of all types are excluded.

2.3.2.2 Fuel system, intake and exhaust systems

Fuel system comprising:

Injection nozzles, injectors, high-pressure pump, fuel pump, fuel lines, fuel tank

Intake and exhaust systems comprising:

air filter housing, intake hoses, intercooler hoses, intercooler, exhaust manifold

2.3.2.3 Air conditioning, electrical/electronic systems and other components

Comfort electrical and electronic systems comprising:

Electrical components, motors and switches for a) the central locking system, b) the sunroof, c) the window regulators, d) the front and rear windscreen heaters

Air conditioning comprising:

Air conditioning compressor

Lighting, comprising:

Starter motor, alternator, wiring harnesses, fuses, relays, connectors

Electrical system comprising:

Engine control unit, gearbox control unit, all electronic control units, alternator, regulator, starter motor, all ignition components

2.3.3 Car: «PRESTIGE» warranty

Same as "ESSENTIAL" and "PREMIUM", plus the following areas:

2.3.3.1 Chassis and steering system

Chassis comprising:

Wishbones, coil springs, strut components, steering knuckles, tie rods, anti-roll bar components

Steering system comprising:

Power steering pump, complete steering gearbox, track rod, steering damper

2.3.3.2 Powertrain and power distribution

Drivetrain and power distribution comprising:

Drive shafts, universal joints, cardan shafts, Hardy discs, wheel bearings, axle differentials (fitted separately)

2.3.3.3 Balancing and transfer gearbox

Balancing and transfer gearboxes comprising:

Wheel hubs, transfer case housing, gears, chains, shafts, bearings, actuators, differential components

2.3.3.4 Convertible

Convertible soft top comprising:

soft-top hydraulic system, high-voltage battery for soft-top control

2.3.3.5 Exhaust system and extended warranty cover

Exhaust system comprising:

Catalytic converter, sensors, exhaust system sensors, particulate filter

Comfort systems and components comprising:

Electric seat heating, electric windscreen wiper motors, complete multimedia/radio-navigation system, wing mirrors, parking sensors, parking assist, adaptive cruise control, lane departure warning system, head-up display, high-beam assist, all headlamp actuators, LED lamps, xenon lamps, anti-theft system

2.4 Overview of components covered for motor-bikes

2.4.1 Motorcycle: «PREMIUM» warranty

The components are identical for 'PREMIUM' products, both for those up to 350cc and those from 351cc upwards, as follows.

2.4.1.1 Motor

Engine comprising:

engine block, crankcase, cylinders, cylinder bores, cylinder head, crankshaft, connecting rods, connecting rod bearings, crankshaft bearings, pistons, piston rings, piston pins, balance shafts, valves, valve guides, valve seats, valve springs, camshafts, camshaft bearings, rocker arms, follow-up levers, cup-type tappets, hydraulic tappets (if fitted)

2.4.1.2 Lubrication

Lubrication comprising:

oil pump, oil pump drive, oil pressure regulator valve, oil suction pipe

2.4.1.3 Timing mechanism

Timing system comprising:

Timing chain, timing chain sprockets, timing chain tensioner, timing chain guides, gear timing control (if fitted), camshaft adjuster (if fitted)

2.4.1.4 Gearbox

Gearbox comprising:

Gearbox housing, gearbox gears, gearbox shafts, shift drum, shift forks, bearings, bushings, internal shift mechanism

2.4.1.5 Electronics and electrical system

Electronics comprising:

Engine control unit (ECU), crankshaft sensor, camshaft sensor

Electrical system comprising:

Battery, starter motor, alternator, regulator/rectifier, wiring harness, relays, fuses

2.4.1.6 Cooling system

Cooling system comprising:

Water pump, radiator, thermostat, radiator hoses, radiator fan, expansion tank

2.4.1.7 Fuel system

Fuel system comprising:

Fuel pump, fuel injectors, carburettor, fuel lines

3 Special provisions for intermediaries in the ‘warranty’ services sector for cars and motorbikes

3.1 Activities of the intermediary

3.1.1 General

The agent wishes to incorporate the services offered via the website <https://autosecuro.ch> into their product range and to establish contact with potential buyers. In particular, these are the following areas and product ranges:

- Groupstema's full range of warranty extension services.

3.1.2 General

The agent intends to assist Groupstema in finding service recipients. Due to the complex nature of the products and services, the agent is obliged to carry out the agency work personally and in their own name.

The agent does not assume any duty to perform specific activities, and no employment relationship is established.

3.1.3 Reporting

The agent will report periodically on their agency activities via electronic means. This is required to ensure transparency regarding activities and market feedback and, given the agent's lack of an obligation to perform specific activities, is not a binding commitment. Furthermore, face-to-face meetings or video calls will take place at regular intervals to provide updates on the status of activities.

3.1.4 Equipment and Access

Groupstema will provide the agent with the following to carry out their agency activities:

- Access to the platform <https://my.autosecuro.ch>
- A dedicated agent code, so that new service contracts can be automatically assigned to the agent

3.1.5 Training costs

The agent will familiarise themselves with Groupstema's products and services and, at their own expense and in collaboration with Groupstema, develop further marketing materials and sales initiatives where necessary and desired.

3.2 Remuneration and costs

3.2.1 Entitlement to Commission

The referral is deemed successful if a contract has been concluded between Groupstema and the service recipient referred by the agent. The entitlement to commission does not arise if the agent can prove to Groupstema that they had already conducted personal negotiations with the referred service recipient prior to the referral.

A commission shall be deemed due when, as a result of the agent's brokerage services, warranty extensions have been provided to a service recipient and have been paid in full for the relevant period. The commission is payable throughout the entire term of the contract with a service recipient referred by the agent.

The entitlement to commission shall lapse if it is definitively established that, despite having concluded a contract with Groupstema, the service provider will fail to fulfil its contractual obligations towards Groupstema, either in whole or in part.

3.2.2 Amount of commission

In the event of a successful conclusion of a contract with a third party, the agent shall receive a commission on the net amount of the relevant contract, excluding VAT, based solely on the amounts paid by the service recipient. The commission percentage shall be agreed bilaterally with each agent. The percentage also includes VAT on a pro rata basis in accordance with Swiss law.

3.2.3 Other provisions

The agent shall bear all expenses incurred in the course of their agency activities under this contract.

3.3 Payment of commission

Commission statements are provided to the agent on a quarterly basis. The amounts are transferred to the agent's bank account details entered on the agent portal <https://my.autosecuro.ch>.

3.4 Competition and other activities

For the duration of the contractual relationship, the agent undertakes that, should they work for other companies that compete with Groupstema, they will inform Groupstema of this fact immediately.

The same applies if the agent establishes, operates or acquires a stake in such a company. This entitles Groupstema to terminate this agency and commission agreement immediately without notice. From that point onwards, the agent shall have no further entitlement to commission.

In all other respects, the agent is free to work in any capacity for other agents, provided that such other work does not interfere with the agent's work for Groupstema.

3.5 Confidentiality

The agent undertakes to maintain confidentiality regarding all business and trade secrets of which they become aware in the course of their work, both during and after the termination of their agency activities, unless such information relates to facts or circumstances that are already in the public domain.

3.6 Term and Termination

The collaboration between Groupstema and the agent is entered into for an indefinite period. The notice period is three months to the end of a calendar month.

Upon ordinary or extraordinary termination of the contract, any entitlement to continued payment of all commissions shall cease.

Notice of termination must be given in writing.

3.7 Final Provisions

There are no verbal side agreements to these General Terms and Conditions; any deviating agreements must be in writing. This also applies to any waiver of the written form requirement.

Swiss law applies exclusively. The place of jurisdiction for all disputes arising from this contract is Zurich.

Should any individual provisions be wholly or partially invalid or void, or should they become wholly or partially invalid or void as a result of a change in the legal situation, a ruling by a court of final appeal, or in any other way, or should the provisions of these General Terms and Conditions contain any omissions, Groupstema and the Agent agree that the remaining provisions shall remain unaffected and valid. In such a case, Groupstema and the Agent undertake in accordance with the principle of good faith, to agree on a valid provision in place of the invalid provision, which comes as close as possible to the meaning and purpose of the invalid provision and which it may be assumed the parties would have agreed upon at the time the contract was concluded had they been aware of or foreseen the invalidity or nullity. The same shall apply should these General Terms and Conditions contain any gaps.