

Addendum for Clients Domiciled in Switzerland

Effective as of 6 August 2026

This Swiss Addendum (hereinafter the "Addendum") is agreed between the Client and **fonio GmbH**, Neustiftgasse 73-75/3/7, 1070 Vienna, Austria (hereinafter "fonio"), where the Client is domiciled in Switzerland. It supplements and modifies fonio's Terms and Conditions (SaaS Agreement) and Data Processing Agreement ("DPA") in order to adapt their provisions to Swiss law. To the extent this Addendum deviates from the Terms and Conditions or the DPA, the provisions of this Addendum shall take precedence for Clients domiciled in Switzerland. All other provisions of the Terms and Conditions and the DPA remain unchanged.

1. Applicable Data Protection Law (FADP)

- a. To the extent Swiss data protection law applies to the processing of the Client's personal data, the provisions of the DPA apply on the basis that references to the General Data Protection Regulation (GDPR) are replaced by, or supplemented with, the corresponding provisions of the Swiss Federal Act on Data Protection ("FADP", German: revDSG) and its implementing Data Protection Ordinance ("DPO", German: DSV). In particular, the terms "controller," "processor," "personal data," and "processing" are to be understood within the meaning of the FADP; fonio acts as a processor ("Auftragsbearbeiter") within the meaning of Article 9 FADP.
- b. Processing on behalf of the Client is governed by Article 9 FADP: fonio processes the data only to the extent the Client itself would be authorized to do so, engages sub-processors only with the Client's approval, and ensures a level of data security appropriate to the risk.
- c. The sub-processors engaged at the time of conclusion of the contract are conclusively named in Annex 3 of the DPA and approved by the Client. Changes are subject to the procedure agreed in Clause 5.6 of the DPA.

2. Disclosure of Personal Data Abroad (Articles 16–18 FADP)

- a. For transfers of personal data to states without an adequate level of data protection, the requirements of Articles 16–18 FADP apply. For Clients domiciled in Switzerland, the safeguards specified in Annex 3 of the DPA for transfers to the United States (EU-U.S. Data Privacy Framework, EU Standard Contractual Clauses) are replaced or supplemented as follows:
 - Swiss-U.S. Data Privacy Framework: For transfers to U.S. recipients certified under the Swiss-U.S. Data Privacy Framework, the transfer is based on the Federal Council's adequacy decision (inclusion of the United States in Annex 1 of the DPO by decision of the Federal Council of 14 August 2024, in force since 15 September 2024). A transfer impact assessment is not required in this respect.
 - Standard Contractual Clauses with the "Swiss Finish": For transfers to U.S. recipients not certified under the Swiss-U.S. DPF, as well as to recipients in other third countries without an adequate level of protection, the transfer is based on the EU Standard Contractual Clauses of 4 June 2021, as recognized by the Swiss Federal Data Protection and Information Commissioner ("FDPIC"), with the necessary Swiss amendments (the

"Swiss Finish"), combined with an appropriate transfer impact assessment and, where necessary, supplementary safeguards.

- b. The transfer instrument applicable to the respective sub-processor is set out in Annex 3 of the DPA; fonio keeps this information continuously updated and informs the Client of changes as part of the notice under Clause 1(b) of this Addendum. fonio provides further information upon request.

3. Notification of Data Security Breaches

By way of derogation from the time-limit-based wording of the GDPR, the Swiss regime applies to notification of the supervisory authority: the Client, as controller, shall notify the FDPIC of data security breaches pursuant to Article 24 FADP as soon as possible if the breach is likely to result in a high risk to the personality or fundamental rights of the data subjects. fonio shall support the Client in this respect and shall notify the Client without undue delay, and at the latest within the period agreed in Clause 4.10 of the DPA, of any data security breach within the meaning of Article 5(h) FADP affecting the data processed on its behalf, including the unintentional or unlawful loss, deletion, destruction, or alteration of such data, as well as unauthorized disclosure of, or unauthorized access to, such data.

4. Professional and Official Secrecy (Article 321 StGB)

- a. If the Client holds a legally protected professional secret under Article 321 of the Swiss Criminal Code ("StGB") – for instance as an attorney, physician, dentist, pharmacist, psychologist, or in another capacity listed therein – the following provisions apply in addition. The Client and fonio agree that, in providing the fonio.ai service, fonio is integrated into the Client's professional functional unit as an auxiliary person ("Hilfsperson") of the Client within the meaning of Article 321(1) StGB.
- b. fonio obliges all of its own employees and other persons working for fonio who gain access to data subject to professional secrecy to maintain that secrecy, and informs them of the criminal liability for a violation under Article 321 StGB. The confidentiality obligation applies for an unlimited period and continues to apply after the relevant person's activity for fonio ends, as well as after termination of this contractual relationship. fonio confirms having been informed of the criminal liability for a violation of professional secrecy under Article 321 StGB. The undertaking and the instruction of the engaged persons are documented; the documentation is provided to the Client upon request in a suitable manner.
- c. fonio carefully selects the sub-processors engaged to provide the service, instructs them, and monitors them to the extent required, and ensures, through the agreements concluded pursuant to Article 9 FADP or Article 28(4) GDPR, that sub-processors granted access to data protected by professional secrecy are contractually obliged to maintain confidentiality. In this respect, fonio is responsible for careful selection, instruction, contractual engagement, and monitoring, but does not guarantee a particular form of the sub-processors' internal undertakings vis-à-vis their own employees.
- d. No limitation of fonio's liability for violations of professional secrecy under Article 321 StGB is agreed; the corresponding limitations of liability in the Terms and Conditions do not apply in this respect.

- e. fonio points out that the professional-law permissibility of engaging auxiliary persons and cloud services, and any requirement to obtain the consent of clients/patients or to secure a release from professional secrecy, are the Client's responsibility; fonio supports the Client within the scope of the cooperation contractually agreed.
- f. fonio accesses, processes, and uses information protected by professional secrecy only to the extent required for the proper performance of the agreed service. Access rights are granted according to the principles of "need-to-know" and "least privilege" and are reviewed regularly; access to information protected by professional secrecy is logged. Private use, copying, storage, or other use is prohibited.
- g. The duty of confidentiality covers all facts that come to fonio's knowledge in connection with its activity for the Client, irrespective of whether they are expressly designated as confidential, and continues to apply for an unlimited period. Personal data of the Client will not be used by fonio, nor by its sub-processors, for the training, improvement, or evaluation of AI models.
- h. fonio informs the Client without undue delay, and at the latest within the period agreed in Clause 4.10 of the DPA, if there are indications of a breach of the confidentiality, data protection, or security requirements.

5. Choice of Law and Reservation of Mandatory Swiss Law

The choice of law in favor of Austrian law and the jurisdiction of Vienna pursuant to Clause 20 of the Terms and Conditions remain unchanged. This is, however, without prejudice to the mandatory provisions and overriding mandatory rules of Swiss law within whose territorial scope the Client is domiciled or uses the service; this applies in particular to Swiss data protection law (FADP) and the Swiss professional and criminal-law confidentiality provisions (in particular Article 321 StGB). To the extent that mandatory Swiss law precludes the application of a clause, the provision permissible under Swiss law that comes closest to the economic purpose shall apply.

6. Continued Validity

In all other respects, the Terms and Conditions and the DPA remain unchanged in force. Amendments and supplements to this Addendum require text form.