



**tellco**

Pension solutions. Banking. Real estate.

**Tellco Ltd**

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## Online services agreement

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between

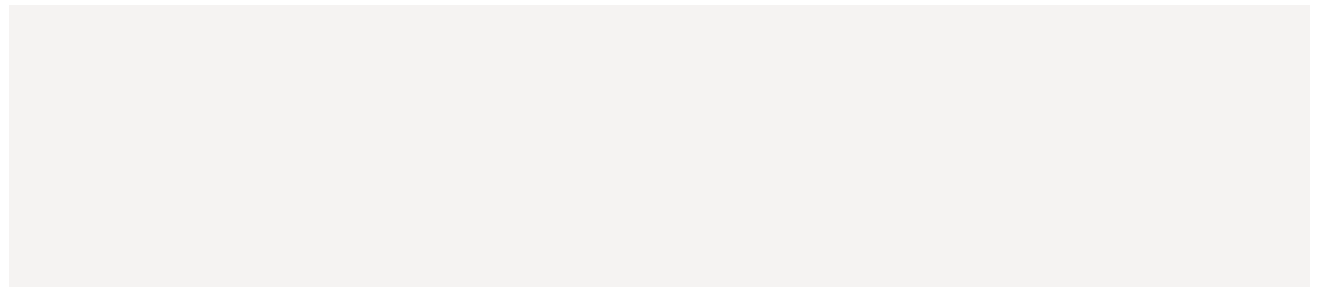
**Tellco Ltd**

Bahnhofstrasse 4  
Postfach 713  
6431 Schwyz

(including the pension institutions/foundations managed by Tellco Ltd)

– hereinafter referred to as the **COMPANY** –

and



– hereinafter referred to as the **DISTRIBUTION PARTNER** –



## 1. SUBJECT OF THE AGREEMENT

- 1.1. This Online services agreement (hereinafter referred to as the "Agreement") governs the rights and obligations of the parties in connection with the use via the Internet of the online services of the **COMPANY** and the Group companies involved in this Agreement.

## 2. ACCESS TO THE ONLINE SERVICES

- 2.1. Technical access to the application is gained using the hardware and software of the **DISTRIBUTION PARTNER** required for operation of the Internet. The minimum requirements regarding hardware and software are continually updated and may be viewed at any time on the Tellco website.
- 2.2. Access to the online services is provided only if the Agreement was signed by both parties involved and if the Terms of Use of the **COMPANY** were accepted by the **DISTRIBUTION PARTNER**. The Terms of Use of the **COMPANY** are deemed to constitute an integral part of this Agreement.
- 2.3. Authentication of each user of a **DISTRIBUTION PARTNER** is carried out through registration of the user by the **DISTRIBUTION PARTNER** in accordance with the requirements of the **COMPANY**. In particular, the **COMPANY** requires information to clearly identify the user.
- 2.4. Access to the online services is given to those persons who correctly authenticate themselves when using the service in accordance with the prescribed means of authentication and login procedure of the **COMPANY**, which may be changed at any time. Authentication may be made by means of a user name and password in conjunction with the agreement number, e-mail, SMS or via the IG B2B Brokergate platform.
- 2.5. Access to the online services of the **COMPANY** may only be provided, following successful authentication, to authenticated persons who were expressly authorised by the **COMPANY**. Any other use or use by other persons is not permitted.
- 2.6. Any person with authorised access is required to immediately change the initial password provided by the **COMPANY**. It is strongly recommended that passwords be changed periodically.
- 2.7. Those persons who authenticate themselves in accordance with clause 2.4 are deemed, in relation to the **COMPANY**, to be persons authorised to use the online services.
- 2.8. The **DISTRIBUTION PARTNER** is required to notify the **COMPANY** immediately in writing of any changes made to the list of persons with authorised access.



### 3. ACCESS TO THE ONLINE SERVICES VIA IG B2B

- 3.1. As member of IG B2B for Insurers + Brokers, with registered office in Zurich (hereinafter referred to as "IG B2B"), the **COMPANY** offers access to its online services through use of the IG B2B Identity Platform (hereinafter referred to as the "IDP").
- 3.2. Authentication of the **DISTRIBUTION PARTNER** for access through IG B2B is carried out through the IDP platform which also makes possible for the **DISTRIBUTION PARTNER** the simplified login procedure to the online services of additional insurers with which the **DISTRIBUTION PARTNER** has a similar online services agreement.
- 3.3. Access to the online services of the **COMPANY** (login) is governed by the relevant conditions of IG B2B. Reference is made to the relevant Terms of Use of IG B2B (particularly the "Identity Platform (IDP) Terms of Use", the IG B2B Articles of Association, and any other agreements between IG B2B and its members) which were accepted and signed by the **DISTRIBUTION PARTNER** prior to execution of this Agreement.
- 3.4. Those persons who authenticate themselves on the IDP in accordance with the IDP Terms of Use are accordingly deemed, in relation to the **COMPANY**, to be persons with authorised access. This also applies if the person concerned is not the actual person with authorised access.

### 4. SCOPE OF THE ONLINE PLATFORM

- 4.1. The online platform of the **COMPANY** allows the **DISTRIBUTION PARTNER** to digitally access a range of services and information through access to the client portal of the **COMPANY**.
- 4.2. The services and information relate either to the **COMPANY**, the **DISTRIBUTION PARTNER** itself or the clients managed and authorised by it.
- 4.3. The **COMPANY** reserves the right to change the scope of the online services at any time and/or to adjust them to technological or legal developments.

### 5. DUTIES OF CARE OF THE USERS OF THE ONLINE SERVICES

- 5.1. The **DISTRIBUTION PARTNER** and the persons with authorised access are required to maintain secrecy about all means of authentication (clause 2.4) and to protect against fraudulent use of them by unauthorised persons. In particular, passwords may not be recorded or filed unsecured on the terminal of the person with authorised access.
- 5.2. The **DISTRIBUTION PARTNER** shall bear all the risks that arise as a result of the disclosure of its means of authentication or that of any persons under it who have authorised access.



- 5.3. The duty to maintain secrecy within the meaning of clause 5.1 relates separately to each individual person with authorised access. The **DISTRIBUTION PARTNER** is therefore also liable for any loss or damage caused by any person with authorised access abusing the means of authentication of other persons with authorised access.
- 5.4. If there is any reason to suspect that unauthorised third parties have gained knowledge of a means of authentication of a person with authorised access (clause 2.4), the **COMPANY** must be advised immediately by telephone so that access may be blocked.
- 5.5. The **DISTRIBUTION PARTNER** shall bear all the risks that arise as a result of the use, including abuse, of the means of authentication by persons under it with authorised access.

## 6. USER MANAGEMENT/ISSUANCE OF USER AUTHORISATIONS THROUGH IG B2B

- 6.1. The **DISTRIBUTION PARTNER** is exclusively responsible for user management of the employees of the **DISTRIBUTION PARTNER** on the IDP platform of IG B2B.
- 6.2. The roles and rights that may be allocated to individual users are listed in the broker admin cockpit on the IDP. It is the responsibility of the **DISTRIBUTION PARTNER** to define which users will be allocated which predefined roles and rights.
- 6.3. In the case of **DISTRIBUTION PARTNERS** with branch office structures and/or Group companies involved in the Agreement, the **DISTRIBUTION PARTNER** is required to allocate users the authorisations for access to the client portfolios based on the provisions contained in the Appendix "List of the branches and Group companies involved in the Agreement".
- 6.4. The **DISTRIBUTION PARTNER** is required to comply with the rules and regulations of IG B2B regarding user management. In particular, it undertakes to provide correct information on users and to issue an individual access authorisation to each user who is supposed to use the online services of the **COMPANY**. Use of the authentication elements and devices by several users or the use of false information on a user is prohibited.

## 7. BLOCKED OR CHANGED ACCESS

- 7.1. The **COMPANY** is entitled to block access to its online services completely or in part at any time without prior notice.
- 7.2. The **COMPANY** reserves the right to, at any time, change roles and rights, adapt to technological or legal developments and/or make access authorisation dependent on the existence of an employment agreement with the **DISTRIBUTION PARTNER**.



- 7.3. Any disclosure with respect to authentication elements and devices to unauthorised third parties is prohibited in all cases. The **COMPANY** expressly reserves the right to make claims for damages in this regard against the **DISTRIBUTION PARTNER** and the users.
- 7.4. The **DISTRIBUTION PARTNER** is required to immediately provide notice of any users who have terminated their employment relationship with the **DISTRIBUTION PARTNER** or whose access authorisation is otherwise terminated. If the **DISTRIBUTION PARTNER** acts in contravention of this requirement, it is liable for any loss or damage caused as a result of use of the authentication elements and devices subsequent to termination of access authorisation.
- 7.5. The **DISTRIBUTION PARTNER** is required to inform all users who have access to the online services of the **COMPANY** about the provisions of this Agreement and to ensure compliance by the users with these provisions.

## 8. DATA PROTECTION

- 8.1. The **DISTRIBUTION PARTNER** is required to inform its clients about the exchange of data via the online services of the **COMPANY** and to obtain from its clients an authorisation for the exchange of data between the **DISTRIBUTION PARTNER** or user and the **COMPANY**. The **DISTRIBUTION PARTNER** undertakes to indemnify the **COMPANY** in full in respect of any claims due to a breach of this obligation by the clients managed by it.
- 8.2. The parties undertake to comply with the provisions on the protection of personal data (in particular, the provisions of the Swiss Data Protection Act [Bundesgesetz über den Datenschutz, DSG], hereinafter referred to as the "DPA"). If personal data within the meaning of the DPA is processed, the parties undertake to comply with the provisions on data protection and data security and to take the measures required. The parties have unlimited liability for any breach of data protection provisions and any consequences resulting from any such breach.
- 8.3. The **DISTRIBUTION PARTNER** grants to the **COMPANY** and to IG B2B (with respect to their login data) the right to record, store and, if required, assess all login data, access made, transactions and changes of the users.
- 8.4. The contractual provisions regarding data protection will continue to remain in effect following termination of the contractual relationship.

## 9. WARRANTY AND LIABILITY

The **COMPANY** accepts no liability for either direct or indirect loss or damage due to transmission errors, technical defects or breakdowns, interruptions, network overloads or illegal tampering or access by third parties, any failure to recognise authentication defects, careless use of authentication elements and devices, blockage of access, or due to any other reasons in connection with the use of the online services.



The **DISTRIBUTION PARTNER** is aware that despite all the precautionary and security measures with respect to data transmitted over the Internet, such data cannot be protected entirely from tampering by third parties, and that, furthermore, errors or time delays or interruptions may occur. The **COMPANY** therefore accepts no warranty for the accuracy and completeness of the data displayed, electronically transmitted or printed.

The **COMPANY** accepts no liability for either direct or indirect loss or damage caused as a result of faulty user authorisations on the IDP platform of IG B2B.

## 10. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

- 10.1. This Agreement enters into effect on execution by the parties, provided there is a cooperation or distribution partner agreement in effect between the parties, respectively between the **DISTRIBUTION PARTNER** and at least one of the pension institutions managed by the **COMPANY**. It is concluded for an indefinite period of time. It supersedes all agreements previously concluded with the **COMPANY** for the use of online services.
- 10.2. The Agreement may be terminated in writing by either party by giving one month's notice to the end of any calendar month.
- 10.3. The Agreement may be terminated at any time for good cause. Breaches of clauses 4.4, 10.4 and 10.5 of this Agreement, in particular, constitute good cause.
- 10.4. The Agreement will lapse in all cases on termination of the underlying cooperation or distribution partner agreement. By mutual agreement, the **DISTRIBUTION PARTNER** may still continue to use the online services of the **COMPANY** for a certain period of time.

## 11. CONCLUDING PROVISIONS

- 11.1. Any assignment or transfer of this Agreement or individual rights or obligations is only possible following prior written consent by the other contracting party.
- 11.2. Unless otherwise agreed in this Agreement or in the appendices, any amendments and supplements to this Agreement, including to any appendices, are required to be in writing.
- 11.3. All appendices to this Agreement (e.g. the list of the branches and Group companies involved in the Agreement) form an integral part of this Agreement.
- 11.4. If parts of this Agreement are void or become invalid, this will not affect the remainder of the Agreement. The parties will interpret and frame the Agreement in such a manner that the intended purpose of the void or invalid parts will be achieved to the greatest possible extent.



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## 12. PLACE OF JURISDICTION AND APPLICABLE LAW

This Agreement is governed by and construed in accordance with Swiss law. Schwyz is the exclusive place of jurisdiction.

Schwyz,

**Tellico Ltd**

**Tellico Ltd**

Place, date

*In the case that the **DISTRIBUTION PARTNER** has a branch office structure or a presence on the market with related companies!*

**Appendix:** List of the branches and subsidiaries (organisational structure)