

ti&m AG

**General Terms and Conditions (T&Cs)
for Services**

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1 General provisions

- (1) These General Terms and Conditions for Services (T&Cs) govern the general contractual conditions under which ti&m AG offers, supplies, or provides services in the field of information technology.
- (2) The service to be provided by ti&m AG (hereinafter also referred to as the "Service" or "Services") will be set out in writing in a separate contract (hereinafter referred to as the "Contract"). An offer accepted in writing shall be deemed a Contract.
- (3) These T&Cs form an integral part of the Contract. By placing an order, the customer declares its agreement to them, including for future Contracts, even if no express reference is made to them but they have been received by the customer with an order confirmed by ti&m AG.
- (4) Conflicting general terms and conditions – particularly the customer's general terms and conditions of business – shall not form an integral part of the Contract, even if ti&m AG has not expressly objected to them.
- (5) In the event of a conflict between any provision of these T&Cs and provisions of the Contract, the provisions of the Contract shall take precedence over those of these T&Cs.
- (3) If ti&m AG realizes that the agreed Service is incomplete or unsuitable for achieving the purpose pursued by the customer, ti&m AG will inform the customer accordingly.
- (4) ti&m AG will inform the customer of foreseeable delays as soon as they become apparent to ti&m AG.
- (5) ti&m AG may prepare notes of discussions to clarify or amend contractual circumstances, in particular the subject of the Contract. The notes shall become binding on both parties if ti&m AG provides them to the customer and the customer does not object to them in writing within one week, stating its reasons. ti&m AG will draw the customer's attention to this effect in each case.
- (6) ti&m may use AI tools to provide its software development services. ti&m will use such AI tools in particular for:
 - the development and/or review of source code, specifically for the design, creation, completion, or review of source code,
 - the development of requirements and specifications,
 - the design of applications.

Contract shall be formed either upon its mutual signing or upon the customer's written confirmation of ti&m AG's offer, or upon ti&m AG's performance of the Service offered.

2 Obligations of ti&m AG

- (1) ti&m AG shall provide the agreed Service in the contractually agreed quality and in accordance with the state of the art at the time the Contract is concluded.
- (2) The Contract concluded between ti&m AG and the customer shall be decisive for the scope, type and quality of the Services. Other details shall only be binding if ti&m AG has confirmed them as binding in writing. The

ti&m will not process or transfer any personal data or other confidential customer data to these AI tools if doing so would violate confidentiality or data protection regulations. The use of AI tools is solely for the support of ti&m's specialists. Technical review, quality assurance, and responsibility for all work results remain entirely with ti&m at all times.

3 Obligations of the customer

- (1) The customer shall, at its own expense and risk, make available all provisions – such as information, access, materials and personnel – to the extent, in the quality and on the dates to which it has committed itself in the Contract with ti&m AG or which can be expected of it in good faith under the circumstances for the provision of the Services owed by ti&m AG. Provisions of any kind are primary obligations of the customer.
- (2) The customer shall make available, on time and free of charge, the corresponding capacities for all Services performed by ti&m AG on the customer's computer systems in accordance with the agreement. This includes a functioning technical system environment, the necessary personnel support and the provision of the required system documentation.
- (3) The customer is aware of the essential functional characteristics of the work results to be produced by ti&m AG. It has checked and confirmed that the agreed characteristics and, if applicable, specifications of the work results meet its wishes and needs, and specifies the requirements for the Services. The customer's specifications must be set out in writing.

4 Change procedure

- (1) The contracting parties may request changes and additions to the agreed Service in writing. ti&m AG may refuse to execute the change request in writing if it cannot reasonably be expected to execute it within the scope of its operational capacity or if the changes or additions are not feasible.
- (2) The customer shall commission the analysis of a change request. ti&m AG will determine the effects on the Contract, in particular with regard to the agreed scope of Services, dead-

lines and remuneration, within a period to be agreed by the contracting parties, and shall present them in writing in a supplementary offer. Expenses incurred by ti&m AG in examining the change request shall be reimbursed separately by the customer. The reimbursement shall be based on the current price list of ti&m AG. Any downtime costs caused by the customer's change request shall be reimbursed separately by the customer.

- (3) Changes to the agreed scope of Services must be agreed in writing in an addendum to the Contract. As long as no amendment agreement has been concluded, and unless the contracting parties agree otherwise, the existing Contract shall apply and ti&m AG shall continue to provide the Services as agreed.
- (4) If a cause for which ti&m AG is not responsible impairs the fulfillment of the Contract, ti&m AG may demand a reasonable postponement of the deadlines or a change in the scope of Services. If the customer is responsible for the cause, ti&m AG may also demand compensation for the additional expenditure.

5 Subcontracting

- (1) ti&m AG shall provide the agreed Services personally or through the involvement of ti&m AG group companies. If ti&m AG also wishes to subcontract the performance of some or all of the contractually agreed Services, it must obtain the customer's consent. The customer may only refuse consent for good cause.

6 Time of performance, delays

- (1) Details in the Contract regarding the time of performance and delivery shall not be binding unless ti&m AG has expressly confirmed a delivery date in writing as binding. The right of

self-delivery is invariably reserved; with regard to third-party supplies and services, therefore, ti&m AG shall only be responsible for ensuring that the order is carried out properly and that the non-delivery is not otherwise due to reasons for which ti&m AG is responsible. Partial deliveries shall be permitted insofar as the delivered parts can be reasonably used in isolation.

- (2) Compliance with the time of performance and delivery requires the customer to have fulfilled its obligations with regard to the aforementioned provisions and its other contractual duties on time and in full. If these requirements are not met, the deadlines shall be extended appropriately, but at least by the period of the delay and an appropriate start-up period. This shall also apply if ti&m AG is prevented from providing the Service due to other circumstances for which it is not responsible (e.g. labor disputes, force majeure, shortage of employees or breakdown of technical equipment through no fault of ti&m AG, non-delivery by suppliers, changes in the Service).
- (3) If the project disruptions or delays are attributable to the customer, ti&m AG shall invoice the customer for any additional costs incurred.
- (4) ti&m AG shall only be in default if a reminder is sent. All reminders issued and grace periods set by the customer must be in writing to be effective. Grace periods must be reasonable.

7 Fulfillment and acceptance

7.1 Fulfillment in the case of contractual Services

- (1) Contractual Services shall be deemed to have been provided as soon as ti&m AG has performed its activities in accordance with the

Contract. Documents and evaluations prepared by ti&m AG in the course of providing contractual Services shall be deemed to have been approved by the customer if they were submitted to the customer and the customer did not request in writing within 14 days that any omissions and/or errors be corrected.

- (2) If, as a result of such notification by the customer, documents or evaluations prove to be incomplete, ti&m AG shall complete or improve them and charge the resulting expenses to the customer. ti&m AG shall only remedy defects free of charge if its contractual Service is demonstrably found to be deficient and the customer reports this in a timely manner. The customer shall grant ti&m AG a grace period appropriate to the circumstances for this purpose.
- (3) If the use of a concept is agreed with the customer for this purpose, the concept shall be deemed approved at the latest with the start of its implementation.

7.2 Fulfillment and acceptance in the case of works

- (1) If the contracting parties have concluded a Contract for works including the delivery of a work result, ti&m AG may demand a written declaration of acceptance from the customer as soon as the work result has been delivered.
- (2) ti&m AG shall notify the customer before the work result is ready for acceptance (provision for acceptance). The Contract shall specify the manner, place, and time of delivery of the work result to the customer for acceptance. Unless otherwise specified in the Contract, the customer shall accept partial services on an ongoing basis upon delivery by ti&m AG.
- (3) The customer shall subject the work results delivered/provided for acceptance to an acceptance test in accordance with the project

plan. An acceptance report signed by both contracting parties shall be prepared for each acceptance test, listing, in particular, a description of any defects and their classification. If a Contract for works with agile implementation has been concluded, interim or partial acceptance tests shall take place after each sprint, which is generally every two or three weeks. These are subject to a final inspection when the work is ready for (final) acceptance ("Final Acceptance"). These acceptance tests are mutually binding, and shall be documented and signed by both parties.

- (4) If defects are identified during an interim acceptance test, these will be incorporated into the future project planning (in the case of agile implementation, into the following sprints) and remedied by ti&m AG as part of the ongoing project work.
- (5) If defects which render the functionality and/or the intended use of the work result neither impossible nor unreasonably difficult are identified during Final Acceptance, the customer shall accept the work result in question without claiming a price reduction, provided that the defect is remedied in a timely manner. ti&m AG shall be obliged to remedy such defects as soon as possible, but no later than within the warranty period pursuant to Section 8.
- (6) In the event of significant defects that render the intended use and/or the functionality of the work result impossible or unreasonably difficult, the customer may refuse Final Acceptance and set ti&m AG a reasonable time limit in which to remedy the defects.
- (7) If the third Final Acceptance test fails after two attempts, the customer shall be entitled to demand further remediation, to deduct an appropriate decrease in value from the remuneration, or – only in the case of defects that render use of the work result impossible or

unreasonably difficult – to withdraw from the Contract for works in whole or in part with respect to the defective work result. Further claims, such as for a replacement delivery or the assumption of costs for the remedying of defects by third parties, are excluded.

- (8) Acceptance shall be deemed to have been granted in all cases if the customer has not accepted the work result in accordance with the project plan or within 10 days of delivery or provision for acceptance, or if the customer commences productive use of the work result.

8 Warranty in the case of works

- (1) In the case of works, ti&m AG warrants that the delivered work result corresponds to the specifications agreed in the Contract at the time of delivery. However, ti&m AG cannot guarantee or warrant that the work results it delivers can be used without interruption or error and in every possible situation.
- (2) The warranty extends exclusively to reproducible defects which the customer has documented and reported within the warranty period and within ten days of their occurrence (due complaint). The defect must be notified in writing and provide a precise description of the defect. The defect must be described in such a way that it is reproducible and contains information about the type of defect, if possible about the module in which the defect occurred, as well as the work that was being carried out on the program when the defect occurred. Late, insufficient or unfounded complaints shall release ti&m AG from its warranty obligation. If ti&m AG nevertheless takes action – e.g. searching for the causes of errors – it shall invoice the customer for the additional costs incurred as a result.

- (3) The warranty shall be valid for a period of six months, commencing upon acceptance pursuant to Section 7. If the customer receives partial performance, the warranty period shall commence upon acceptance of said partial performance.
- (4) When asserting claims for defects, the customer must prove to ti&m AG that the cause of the defect lies in the goods and services provided by ti&m AG and not in the specifications made by the customer, the customer's system environment or the nature of use.
- (5) ti&m AG may initially meet its warranty obligation for duly reported defects by way of subsequent improvement. The customer shall assist ti&m AG in remedying the defect. If, despite repeated efforts, ti&m AG fails to rectify defects in the work duly reported by the customer, and if the fitness for use of the work is significantly reduced or excluded compared to the specification in the Contract, the customer shall twice grant ti&m AG a reasonable grace period in writing and may withdraw from the Contract or demand a reduction in price after these grace periods have expired without success. In the case of continuing obligations, termination for good cause shall replace withdrawal. In the case of defects that do not impede operations, the customer may only demand a reduction of the remuneration for the work result in question in an amount equal to the reduction in value. Claims for damages shall be governed by Section 11. Any further warranty from ti&m AG is hereby expressly excluded, in particular any replacement delivery or assumption of costs in the event of third parties remedying the defect.

9 Property and rights of use

- (1) The provision of the agreed Services shall not affect the existing rights of the contracting parties to developments (e.g. computer pro-

grams, designs, systems, and techniques) that have been made independently of the contractual Service.

- (2) In particular, the provision of Services by ti&m AG does not include the granting of any rights or licenses to any patent, copyright, trademark, trade secret or method used by ti&m AG to fulfill a Contract, or to any other property right or right of ownership to which ti&m AG is entitled.
- (3) If open source components are used to derive work results, the customer receives a right of use in accordance with the license conditions of the respective open source component. If AI tools are used to derive work results, the customer receives a non-exclusive right of use to the work results created with the help of these AI tools to the contractually agreed extent.
- (4) However, upon full payment of the partial amounts due up to and including acceptance, the customer shall be granted a non-exclusive right to use the work results provided in accordance with the Contract by ti&m AG for its own operational purposes and for the operational purposes of its group companies. ti&m AG reserves all property rights, in particular all copyrights, to the Services provided in fulfillment of the Contract.
- (5) Unless otherwise agreed in the Contract, the customer shall not be entitled to publish and use the source code.
- (6) ti&m AG shall be entitled to reuse ideas, methods, and procedures in relation to information processing that it has acquired during the performance of the Contract, either alone or together with the customer's personnel, when performing similar Services.

10 Legal guarantee

- (1) During the warranty period set out in Section 8, ti&m AG shall exhaustively defend the customer in accordance with the provisions set out below against any claim for violation of property rights asserted in connection with its contractual use of the work result, provided the customer notifies ti&m AG in writing thereof without delay and grants ti&m the exclusive right to conduct any legal proceedings and negotiations for the judicial or extrajudicial settlement of the legal dispute. Under these conditions, ti&m AG shall conduct the legal dispute at its own expense and pay any damages awarded to third parties.
- (2) If, according to a court ruling or in the opinion of ti&m AG, the property rights of third parties are violated through the provision of the contractual Service, ti&m AG shall be entitled, at its own expense, to make changes in order to remedy the violation or to acquire the corresponding rights. If these measures are unsuccessful or unreasonable and the infringement of property rights is established by court ruling, ti&m AG will compensate the customer for the loss of the right of use by reimbursing the remuneration paid (less a customary depreciation over the useful life). Further claims are excluded.
- (3) ti&m AG shall be released from the aforementioned obligations if the claim with regard to property rights is based on the results of the Services provided having been changed by the customer or by a third party not authorized by ti&m AG, or by their being used under conditions other than those specified.
- (4) The customer has no legal claims against ti&m beyond those set forth in clause 10.

11 Liability

- (1) In the event of intent or gross negligence, ti&m AG shall be liable for any and all direct damage caused by it in connection with this Contract, irrespective of the legal grounds, to an unlimited extent. In cases of minor negligence, the total liability for direct damages shall be limited to a maximum of 20% of the remuneration under the Contract, up to a maximum of CHF 100,000 per Contract.
- (2) The limitations of liability referred to in paragraph (1) above shall not apply in the case of liability for personal injury and liability pursuant to the Swiss Product Liability Act.
- (3) To the extent permitted by law, any liability on the part of ti&m AG or its vicarious agents for other or further claims and damages, particularly claims for compensation for indirect or consequential damages, consequential damages caused by a defect, third-party claims, lost profits, unrealized savings or lost earnings and loss of data – regardless of the legal basis – is expressly excluded.
- (4) ti&m AG shall only be liable for the recovery of data if the customer has ensured that this data can be reproduced with reasonable effort from databases held in machine-readable form.
- (5) The option of claiming contributory negligence (e.g. under Section 3) remains open.

12 Confidentiality, data protection

- (1) The contracting parties undertake to instruct their employees and third parties commissioned by them to treat confidential information relating to the subject of the Contract or to the business operations of the contracting parties that is accessible to them or becomes known to them in the course of fulfilling the Contract with the same confidentiality as their own confidential information.

The obligation to maintain confidentiality shall continue after termination of the Contract for as long as there is an interest in maintaining confidentiality.

- (2) The confidentiality obligation shall not apply to information that is generally accessible, that is demonstrably already known to the contracting parties, or that has been independently developed by them or acquired from authorized third parties.
- (3) The contracting parties undertake to comply with the rules of Swiss data protection law and, if and to the extent applicable, the EU General Data Protection Regulation (GDPR) and other laws relevant in the context of the Contract.
- (4) The customer shall be responsible for assessing the legal admissibility of the processing and use of personal data by ti&m AG within the framework of the contractual relationship with regard to the provisions of the Federal Act on Data Protection and other relevant regulations. ti&m AG undertakes to comply with the provisions of data protection and to obligate its employees to maintain data secrecy.
- (5) If necessary, the contracting parties may agree appropriate provisions for commissioned data processing in a corresponding agreement.
- (6) Unless otherwise agreed in writing with ti&m AG, the obligation to maintain confidentiality shall not apply to ideas, models, concepts, methods, techniques, and other significant know-how or to information that is already known to ti&m AG or would have been accessible without any connection to the contractual relationship.
- (7) ti&m AG shall be entitled to include the customer in its official customer list and to use the individual Contracts performed for the

customer as a reference, while maintaining the secrecy of confidential information. Further reference details shall require the customer's consent.

13 Remuneration

- (1) The type of remuneration (time-and-material basis or fixed price) and its amount will be agreed upon in each individual Contract. Insofar as no binding fixed prices have been agreed, all figures provided by ti&m AG regarding the expected costs are pure estimates and are non-binding.
- (2) Remuneration on a time-and-material basis will be invoiced to the customer on a monthly basis with corresponding proof of performance. The daily rates agreed in the individual Contract apply to a net working time of 8.4 hours. If the actual net working hours are shorter or longer in a given case, the daily rates will be adjusted in direct proportion. Unless expressly agreed otherwise in the individual Contract, the following surcharges shall apply to an agreed daily or hourly rate:
 - (i.) Work performed on working days outside regular working hours will be charged with an additional 25% surcharge on the applicable daily or hourly rate. Regular working hours on working days are defined as work performed on working days (i.e. Monday to Friday, excluding recognized public holidays in Switzerland or at the project location) between 6.00 a.m. and 8.00 p.m.
 - (ii.) Work performed on Saturdays, Sundays and recognized public holidays in Switzerland or at the project location will be charged with a surcharge of 50% on the applicable daily or hourly rate.

- (3) Fixed-price Services will be settled in accordance with the payment schedule specified in the individual Contract.
- (4) If ti&m provides an AI-supported engineering environment, a fee of CHF 1,000 per full-time user per month will be charged. If a user works part-time at the client's site, the fee will be reduced accordingly. This fee covers, in particular, the license and usage costs of the AI-Tools used, as well as their integration and operation within the development environment.
- (5) Unless otherwise agreed in the individual Contract, the agreed remuneration shall be exclusive of travel, overnight accommodation, subsistence expenses, and other ancillary costs incurred by ti&m, such as taxes (in particular VAT), customs duties, fees, etc. These shall be invoiced separately to the customer. ti&m shall show the VAT separately on the invoice, stating its VAT registration number.
- (6) Unless otherwise agreed in the individual Contract, the customer shall also reimburse the consultants' travel time from the respective ti&m AG branch office. Travel time shall be considered working time if contractual Services are performed while using public transport.

14 Terms of payment

- (1) Invoices from ti&m AG must be paid by the customer within 30 days of the invoice date. If the invoice is not paid within this period, the customer shall be in default without any further reminder. From the date of default, ti&m AG shall be entitled to charge the statutory interest on arrears and any damages arising from delay. If ti&m AG's payment claims appear to be at risk, further Services may be suspended or made contingent on advance payments.

- (2) The customer may only offset ti&m AG's claims against its own claims if ti&m AG expressly agrees to this in writing or if the claim has been legally established.

15 Price adjustments

- (2) ti&m AG may increase agreed recurring fixed price remuneration as well as the rates applicable to remuneration on a time-and-material basis (daily or hourly rates) with a notice period of two months with effect from January 1 of each calendar year by means of a written declaration of adjustment to the customer in accordance with the following principles:
 - (i.) ti&m AG may increase the respective remuneration to the extent that the Swiss Consumer Price Index (CPI) published by the Swiss Federal Statistical Office (SFSO) has increased compared to the level at the time of the last price adjustment (or, if none has yet taken place, at the time the Contract was concluded).
 - (ii.) If the CPI determined by the SFSO is discontinued during the term of the Contract and replaced by another index, this new index shall be used accordingly to determine the price increase.
- (3) ti&m AG may increase the remuneration for flat-rate Services with a notice period of two months with effect from January 1 of a calendar year if the costs for Services provided at the flat rate (valued at the hourly rate for work on a time-and-material basis) in the preceding months regularly exceed the agreed flat rate (pro rata temporis for the evaluated period). ti&m AG shall provide the customer with evidence of the reason for the increased costs.
- (4) If the costs of tools, software, hardware or other operating resources such as electricity

used to provide the Service increase, the increased costs

- (i.) will be invoiced effective upon such increase if such costs are paid on a time-and-material basis;
- (ii.) will be invoiced for the current performance period together with the lump sum for the next performance period if such costs are included in a lump sum. The flat rate will be increased in line with the higher costs for the next and all subsequent performance periods.

16 Term and termination

- (1) Unless otherwise agreed in the Contract, the Contract shall end upon performance of the agreed Services.
- (2) Either party may terminate a Contract for contractual Services at the end of any month by giving 30 days' written notice. Termination by either party without observance of this notice period shall be deemed untimely. If the customer terminates the Contract, it shall reimburse all expenses incurred and planned by ti&m AG under the Contract up to the end of the notice period. Contracts for works can only be terminated by the customer in writing and with full indemnification.
- (3) The contracting parties reserve the right of extraordinary termination of the Contract without notice for good cause shown by the other party. Good cause shall be deemed to exist in particular if the customer has not fulfilled a material contractual obligation within 30 days of receiving a written reminder from ti&m AG, particularly if the customer is more than 30 days in arrears with payment of the remuneration under the respective Contract, for example.

17 Supplementary regulations

- (1) Insofar as Services are provided on the customer's premises, ti&m AG alone shall be authorized to issue instructions to its employees. The employees shall not be integrated into the customer's operations. The customer can only make specifications to the project manager of ti&m AG, not directly to the individual employees.
- (2) ti&m AG reserves the right to replace an employee at any time with another employee holding the necessary qualifications. Subject to compliance with Section 5, ti&m AG may also engage freelancers and employees of other companies for the purpose of providing the Service. ti&m AG will inform the customer of any change of employee if the employee is in direct contact with the customer.
- (3) If ti&m AG is unable to provide Services for reasons that lie within the control of the customer, ti&m AG shall nevertheless be entitled to remuneration. Where possible, ti&m AG will use the freed service capacity for other purposes. This requires the customer to inform ti&m AG of the impediment to performance in writing as early as possible. A period of at least ten working days must be allowed for this.

18 Poaching of employees

- (1) The customer undertakes not to enter into any employment relationship or similar legal relationship with any employees or consultants of ti&m AG, who are engaged in performance of the Contract, for the duration of the Contract and for one year thereafter without ti&m AG's written consent.
- (2) The customer shall owe ti&m AG a contractual penalty of CHF 100,000 (one hundred thousand) excluding VAT for each violation of this obligation pursuant to point 1) above.

19 Final provisions

- (1) The Contract and these T&Cs definitively regulate the relations between the contracting parties with regard to the subject of the Contract and supersede the negotiations and correspondence conducted prior to conclusion of the Contract.
- (1) All amendments and additions to these T&Cs and any Contract must be made in writing to be effective. The same shall apply to the waiver of the requirement for written form. The requirement for written form is also met if an electronic signature procedure provided by ti&m AG is used.
- (1) If individual provisions or parts of these T&Cs or any Contract prove to be void or ineffective, this shall not affect the validity of the remainder of the Contract. In such a case, the contracting parties shall adapt the Contract in such a way that the purpose intended by the void or ineffective part is achieved as far as possible.
- (1) The assignment of rights and obligations under the Contract or the transfer of this Contract to a third party shall require the prior written consent of the other contracting party.
- (1) These T&Cs and the Contract shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Agreements for the International Sale of Goods of April 11, 1980. The rules on conflict of laws shall not apply.
- (2) The exclusive place of jurisdiction for all disputes arising out of or in connection with these T&Cs or an associated Contract shall be **Zurich-1, Switzerland**.