


General Contractual Terms

 January 2026

of
PSINOVA AG
Headquartered at Konstanzerstrasse 60, CH-8274 Tägerwilen
(hereinafter referred to as **PSINOVA AG**)

1. Scope

These General Contractual Terms stipulate the business terms for PSINOVA AG deliveries and services specified in detail in general agreements or individual orders. Agreements within general agreements or individual orders deviating from the General Contractual Terms are permitted as long as they expressly reference the appropriate provision within the General Contractual Terms. Provisions within individual orders take precedence over agreements within general agreements. In concluding a general agreement or individual order, the customer expressly recognizes the applicability of the relevant General Contractual Terms.

2. Responsibilities

The customer will provide all information, licenses and any other support that may be necessary and useful for the transcription and execution of the contract. The provision of consulting services will be monitored and checked by the customer.

PSINOVA AG may assign the execution of individual services to third parties ("subcontractors") after informing the customer.

If PSINOVA AG is able to provide a service only if a service must additionally be provided by third parties specified by the customer, the service comprises an item described as "portion of services provided by third parties" for whose provision the customer bears responsibility.

The contracting parties acknowledge a reciprocal duty of disclosure concerning facts that bring the fulfillment of the contract into question (for example, non-compliance with agreed obligations) or result in inappropriate solutions.

3. Contract Period

The general agreement and individual order become effective when they are signed.

Both contracting parties may terminate the contract subject to the period of notice in the general agreement or individual order. In doing so, the customer must pay the costs for all consulting services already provided as well as any specially transacted provisions with regard to the fulfillment of the contract. If one of the contracting parties requests termination of the project without notice, this party is liable to the other contracting party for compensation in an appropriate amount, if the other contracting party has not provided a justifiable cause for terminating the project.

4. Deadlines

If no other agreements have been expressly made in general agreements or individual orders, agreed deadlines are considered to be guidelines, for which no liability may be assumed for compliance. Periodic assessments will be conducted to ensure deadline compliance. Any potential deviations should be reported as soon as possible.

Notwithstanding Paragraph 1, even if deadlines have been firmly fixed, a contracting party is also released from its deadline obligations if the delays are caused by the other contracting party. This particularly includes any delays that arise because the principal is not able to provide promised personnel resources.

5. Acceptance Procedure of Software Solutions or Services

With delivery of the software solution or services PSINOVA will declare operability of the system. Declaration of acceptance by the customer is due within appropriate time, but latest within 4 weeks after declaration of operability. Acceptance cannot be refused for minor issues. Commissioning or productive use of the software solution shall be deemed as formal acceptance.

6. Remuneration

Unless otherwise agreed, the services provided by PSINOVA AG will be remunerated monthly according to effort and based on time sheets. The fee based on an eight-hour day and compensation for expenses are specified in the general agreement or individual order. Otherwise, the conditions in the current PSINOVA price list apply. Overtime hours are remunerated at 1/8 of the daily rate.

7. Pricing / Pricing adjustments

PSINOVA AG is entitled to increase the remuneration within each contract year with a notice period of three months if the costs for the service components included in the remuneration increase.

8. Statutory Levies

All quoted prices are exclusive of statutory levies and taxes.

For foreign invoices without value-added tax, the invoice recipient is responsible for reporting and paying value-added taxes in the recipient's country. The invoice recipient certifies the withholding authorization in accordance with the zero rating rule (Swiss Value-Added Tax Executive Order, Section 52, Paragraph 4.)

9. Payment Conditions

Invoices issued by PSINOVA AG are payable net within 14 days. For time and materials projects, the invoices are based on time sheets issued monthly by PSINOVA AG. Unless the customer advises otherwise within 14 days, the time sheets are considered to have been accepted. All parts delivered or implemented remain the property of PSINOVA AG until full payment is made. After expiry of the payment period, the reminder will automatically be triggered. This is calculated based on a default interest of 5% or at least CHF 40.00 reminder fees.

10. Confidentiality, Proprietary Rights

The employees of both contracting parties will use all valuable information received from the other contracting party for executing an order only for the purposes of executing that order, and will treat it as confidential in perpetuity.

PSINOVA AG retains the right to reuse programs or parts of programs that have been created by PSINOVA AG employees freely in a different context if they have not been declared as especially worthy of protection. The declaration must be made in writing.

11. Enticement

The contracting parties mutually undertake not to entice any persons directly involved in performing work, either for themselves or for third parties. The employment or utilization of services by employees of the other contracting partner during the period of validity of the general agreement or individual

order and within one year after the end of the relevant contracts may take place only by mutual written agreement. In the event of breach of the above provision, the party in breach of the contract undertakes to make an immediate indemnity payment equaling one year's salary of the employee who was enticed away, albeit not less than CHF 80,000.

12. Due Diligence, Liability

PSINOVA AG undertakes to select and train the deployed consultants carefully, and further undertakes that these consultants will work in a professional manner. Section 399, Paragraph 2 of the Swiss Code of Obligations is applicable for the deployment of subcontractors.

PSINOVA AG provides no guarantee of a specific result for its services. PSINOVA AG particularly assumes no liability for indirect damages such as losses, foregone profits, unrealized savings, license changes by third parties or damages for claims by third parties, or for any other consequential damages. Insofar as this disclaimer concerns claims for the loss of profit, the exclusion of liability is limited to damages that were not caused by intent or gross negligence. PSINOVA AG shall also not be liable if, for reasons beyond its control, it is prevented from providing timely or appropriate services under this contract. Any legally binding deadlines agreed in derogation from Paragraph 4 above will be extended according to the duration of the impact of the circumstances beyond the control of PSINOVA AG.

In addition, the liability for auxiliary persons according to Art. 101 para. 2 Swiss Code of Obligations, insofar as these are not covered by Art. 100 para. 2 Swiss Code of Obligations.

13. Written Form

All changes and supplements must be made exclusively in writing and with reference to the General Contractual Terms, general agreements, or individual orders, and must receive the legally binding signatures of both contracting parties.

14. Severability

If any parts of these General Contractual Terms, the general agreement, or individual orders become null and void or legally invalid, the remaining parts of the respective contracts remain valid. The contracting parties will then design and arrange the affected contract such that the target objective containing the null and void or legally invalid parts is achieved to the extent possible.

15. Transfer of Contracts

The principal may transfer general agreements and individual orders or individual rights and obligations to third parties only after having obtained the prior written approval of PSINOVA AG, whereby any such approval may not be denied without reason.

16. Offsetting

The offsetting of demands by the customer with claims by PSINOVA AG requires the written agreement of both contracting parties.

17. Amicable Settlement

Both contracting parties undertake to attempt to settle disputes amicably before referral to a court of law, allowing the counterparty at least a sufficient opportunity to state its position in writing.

18. Applicable Law

These Contractual Terms as well as the general agreements or individual orders are subject to Swiss law.

19. Place of Jurisdiction

The place of jurisdiction for all disputes arising from these Contractual Terms, the general agreements, and the individual orders is Kreuzlingen, Switzerland.