

Version 1.1 – 30. AUGUST 2025

### **1. Scope**

These General Terms and Conditions (GTC) apply to all consulting, advisory, and other services provided by MAGNITUD AG to its business clients. Any deviating, conflicting, or supplementary general terms and conditions of the client shall not become part of the contract unless MAGNITUD AG has expressly agreed to their validity in writing.

### **2. Conclusion of Contract and Applicability of the GTC**

A contract between MAGNITUD AG and the client shall only come into effect through a written acceptance of an offer by MAGNITUD AG or through a written confirmation of an order. By entering into the contract, the client acknowledges these GTC.

### **3. Scope of Services**

The specific scope of services results from the individual contractual agreement. Any changes or extensions to the scope of services must be agreed in writing.

MAGNITUD AG may, under individual agreements, also provide additional IT-related consulting or management services.

### **4. Client's Duties to Cooperate**

The client agrees to reasonably support MAGNITUD AG in providing the agreed services. This includes, in particular, the timely provision of all necessary information, documents, and access. Delays or additional expenses arising from the lack or delay of cooperation shall be borne by the client.

### **5. Fees and Payment Terms**

Fees for the services are based on the contractual agreement. All prices are exclusive of statutory VAT. Invoices from MAGNITUD AG are payable without deduction within 15 calendar days from the invoice date unless otherwise agreed. In the event of late payment, MAGNITUD AG is entitled to charge default interest at the statutory rate.

### **6. Deadlines and Timeframes**

Deadlines and timeframes are only binding if they have been expressly agreed in writing as binding.

Meeting agreed deadlines requires the timely and complete fulfillment of all cooperation duties by the client. If these are not fulfilled, deadlines shall be extended accordingly.

If the provision of services is delayed due to force majeure or other unforeseeable events beyond the control of MAGNITUD AG, the agreed deadlines and timeframes shall be postponed by the duration of the disruption plus a reasonable restart period.

MAGNITUD AG shall inform the client without delay of any delays.

Note: Since MAGNITUD AG exclusively provides services and not works under contract law, a separate section on acceptance is omitted.

## **7. Rights to Work Results**

All intellectual property rights and copyrights in the deliverables, concepts, reports, analyses, presentations, or similar materials created in the course of the contract shall remain with MAGNITUD AG, unless expressly agreed otherwise.

The client receives a simple, non-transferable, non-sublicensable right to use the work results exclusively for internal use within the scope of the contract purpose.

Disclosure to third parties, publication, or other uses are only permitted with prior written consent of MAGNITUD AG.

Mandatory statutory rights of use by the client remain unaffected.

## **8. Confidentiality**

The parties agree to treat all confidential information, trade secrets, and data that become known or disclosed in the course of collaboration as confidential and to use them solely for the purposes agreed under the contract.

The confidentiality obligation shall continue to apply after termination of the contractual relationship, as long as a legitimate interest in confidentiality exists.

The confidentiality obligation does not apply if the information becomes public knowledge without breach of this agreement.

Statutory disclosure obligations or official orders remain unaffected; the disclosing party shall inform the other party prior to disclosure, if legally permissible.

## **9. Data Protection**

MAGNITUD AG undertakes to comply with applicable data protection laws (in particular the Swiss Federal Act on Data Protection [FADP] and, where applicable, the General Data Protection Regulation [GDPR]) when collecting, processing, and using personal data of the client.

The client is obligated to inform MAGNITUD AG in a timely manner of any special statutory or internal corporate data protection requirements exceeding legal standards.

Where MAGNITUD AG processes personal data on behalf of the client, the parties shall conclude a corresponding data processing agreement (DPA).

Further information on data processing can be found in the current privacy policy of MAGNITUD AG.

## **10. Liability and Warranty**

MAGNITUD AG shall be liable for damages only in cases of willful misconduct or gross negligence. Liability for slight negligence is excluded to the extent permitted by law.

MAGNITUD AG shall not be liable for indirect damages, consequential damages, loss of profit, unrealized savings, or claims by third parties.

Where liability cannot be excluded by law, it shall be limited in amount to the contractually agreed remuneration.

Warranty claims exist only if expressly agreed in writing.

The above limitations of liability also apply in favor of MAGNITUD AG's organs, employees, and agents.

#### **11. Term and Termination**

The term of the contract is governed by the individual contractual agreement.

The right to terminate the contract for cause remains unaffected. Cause exists in particular if a party breaches material contractual obligations, making it unreasonable for the other party to continue the contract.

Termination must be made in writing.

#### **12. Governing Law and Jurisdiction**

This contract is governed exclusively by Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules.

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of MAGNITUD AG, unless mandatory legal provisions dictate otherwise.

#### **13. Severability Clause**

If individual provisions of this contract are or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

Instead of the invalid or unenforceable provision, a valid and enforceable provision shall apply that comes as close as possible to the economic intent of the invalid or unenforceable provision.

The same applies in the case of a contractual gap.

#### **14. Precedence of these GTC**

These General Terms and Conditions apply exclusively.

Deviating or supplementary general terms and conditions of the contractual partner shall not become part of the contract unless MAGNITUD AG has expressly agreed to their applicability in writing.

#### **15. Language**

These General Terms and Conditions were originally drawn up in German. Any translation into another language is for informational purposes only and is non-binding. In case of discrepancies or contradictions between the German version and a translation, only the German version shall be legally binding.