

General Terms and Conditions (GTC)

Disclaimer: This is a machine translated document. For any disputes arising from these terms and conditions, only the German version of this document shall be legally binding.

1. Business purpose

- 1.1 The Contractor undertakes to advise and support the Client to the best of its knowledge and belief for the duration of the project contained in the order in the matters described below in connection with the development of the production digitalization in accordance with these Terms and Conditions.
- 1.2 The Contractor shall provide the following consulting services in particular:
 - a) Support of the client in the development of a production digitization and MS Azure Cloud migration strategy as well as the partial implementation and coordination of the same according to agile project management;
 - b) Provision of technical "Proof of Concept" (PoC) without guarantee of complete functionality;
 - c) Iterative further development of technical PoCs to a "Minimal Viable Product" (MVP) without guarantee of complete functionality. On request, however, with a clearly defined service level agreement (SLA);
 - d) Documentation, training and handover of PoCs and/or MVPs to the responsible department/persons of the client;
 - e) Assistance in the assessment and/or solution of special questions concerning production digitalization or MS Azure cloud migration;
 - f) Other services that the client deems useful in the context of the project.

2. Scope of services and project planning

- 2.1 The Client is entitled, but not obliged, to commission the Contractor to work an average of up to **40 hours per week** per month. However, the Contractor reserves the right to work fewer hours if circumstances arising from its other project activities do not permit this. Any circumstances will be communicated to the client in advance.
- 2.2 The parties shall consult periodically, but at least every **two weeks**, on the current status of the project and the services to be provided by the Contractor.

3. Working conditions

- 3.1 The parties shall jointly define the responsible contact persons who may work with the Contractor within the scope of this project after the Client has placed the order with the Contractor.
- 3.2 The contractor is obliged to provide the consulting services and programming work personally, within his company or his partner network. The use or involvement of other persons shall be by mutual agreement. The Contractor shall be free to organize its activities within the scope of the instructions and directions given to it. In addition, the Contractor shall be free to decide where and when to work, but shall in principle be guided by the Client's wishes.
- 3.3 The Contractor is obliged to keep all information made available to him within the scope of the project as well as all information such as documents, programs, evaluations, as well as other specific know-how, etc. that he has become aware of or otherwise made accessible to him absolutely confidential and secret for the duration of the project and also after its completion,

irrespective of whether it is a business secret in the individual case or not. If requested by the Client, the Contractor shall also sign a separate Non-Disclosure Agreement (NDA) if it exceeds the scope of the confidentiality agreement described in this point. This NDA shall then also form part of these GTC.

4. Compensation

4.1 The client undertakes to pay the contractor a fixed fee for each hour of consulting time used **in accordance with the unit price in the order plus any statutory VAT**. The actual time spent traveling to and from the Contractor's place of business to the Client's place of business shall be counted as working time. If reasonable in terms of time, public transportation shall be used for the Contractor's arrival and departure.

4.2 The following **surcharges** shall be levied by the Contractor on the compensation agreed in Section 4.1:

- **Night surcharge of 50%** for work that **must** be carried out between 10 p.m. and 7 a.m.
- **Sunday and public holiday surcharge of 30%** for work that **must** be carried out on these days. Public holidays are national holidays or other official holidays at the Contractor's place of business.

4.3 Insurance and social security deductions are the responsibility of the contractor and are listed in Section 4.1 agreed compensation.

4.4 The Client obliges to reimburse the Contractor for all other expenses incurred in connection with the provision of its services, which are incurred per working day in Switzerland. The costs for mileage incurred when visiting the Principal on site or visiting the Principal's customers shall also be reimbursed at a rate of **CHF 0.90** per kilometer actually driven in the Contractor's vehicle. All expenses incurred abroad, such as overnight stays, air travel, etc., shall be explicitly stated and invoiced at actual cost.

4.5 All necessary and project-related hardware and software purchases by the Contractor shall be invoiced to the Client at the purchase price including a processing surcharge of **5%**.

4.6 Invoicing of the consulting hours actually incurred, including any surcharges and/or discounts, shall be on a pro rata basis to the nearest quarter of an hour. The invoice is issued monthly after performed expenditure. The term of payment is **30 days net** from the invoice date.

5. Duration of the project and completion

5.1 The project begins when the Client accepts the offer from the Contractor.

5.2 The project is completed as soon as the budgeted hours have been completed by the Contractor in accordance with the order and no follow-up order has been placed by the Client.

5.3 The Contractor shall be obliged to return all equipment or other work materials provided to it by the Client upon completion of the project.

6. Final provisions

6.1 All documentation, software code or other work results created as part of this project remain the intellectual property of the Contractor, but are freely available to the Client for internal use. Excluded from this are parts which contain explicit business secrets of the client. These parts shall remain the intellectual property of the Client. If all or parts of the work results created by the Contractor are to be used in a commercially available product or made available to third

parties, the Contractor's explicit written consent must be obtained in advance. This shall take place within the framework of any licensing of the work results produced. This provision shall also apply after completion of the project.

- 6.2 Insofar as liability should exist in individual cases on the basis of the applicable legal provisions, the Contractor shall only be liable for damage caused by gross negligence or intent. Liability for slight negligence as well as for consequential damages or indirect damages and for auxiliary persons is excluded in full.
- 6.3 The commercial court at the Contractor's current registered office shall have exclusive jurisdiction for any disputes arising from these GTCs.

Menzingen, 18th of June 2024



Chris M. Ryan | Founder & CEO



Ryan iosys GmbH | iosys.ch