

General Terms and Conditions

for services of Binadoo AG, Turmstrasse 28, CH-6312 Steinhausen ZG, Switzerland

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Convenience translation. This English version is provided for convenience only. The German original («Allgemeine Geschäftsbedingungen», Version 2.0, dated 01.06.2026) is legally binding and prevails in case of any discrepancy (see Section 16.5).

These GTC apply exclusively to businesses. Data processing on behalf of the customer is governed by a separate data processing agreement (DPA); confidentiality is governed by a separate non-disclosure agreement (NDA).

1. Scope and Contractual Basis

1.1 These General Terms and Conditions ("GTC") apply to all consulting, implementation, development, migration, training, support, hosting-management and other services of Binadoo AG ("Binadoo"). They apply exclusively to businesses and public-law organisations; contracts with consumers are excluded.

1.2 The scope of services, remuneration, deadlines and project-specific conditions result from the offer, the order confirmation or another individual agreement ("Individual Order"). In case of conflict, individually agreed provisions prevail. For data protection matters, a data processing agreement ("DPA") prevails; for confidentiality matters, a non-disclosure agreement ("NDA") prevails; in all other respects these GTC apply.

1.3 The GTC version referred to in the Individual Order or made available to the customer prior to conclusion of the contract applies. Terms and conditions of the customer apply only if Binadoo expressly agrees to them in text form; the performance of services or silence by Binadoo does not constitute consent.

1.4 Offers are valid for 30 days from the offer date unless a different period is stated therein. "Business days" are Monday to Friday, excluding public holidays at Binadoo's registered office.

2. Conclusion of Contract and Services

2.1 The contract is concluded by acceptance of the Individual Order in text form, by confirmation in the customer portal, or by Binadoo commencing performance at the customer's express request. The customer's contact person designated in the Individual Order is deemed authorised for operational instructions, prioritisations and approvals.

2.2 Binadoo provides in particular services relating to business processes and the business software Odoo. Only the services designated in the Individual Order are owed. Documentation, data cleansing, training, testing, stand-by services or work outside normal business hours are owed only if expressly agreed.

2.3 Unless a clearly defined work result with acceptance has been agreed, the services are of a mandate nature (Auftrag). A fixed budget, a cost ceiling or an effort estimate alone does not establish an obligation to achieve a specific result. Binadoo performs the services carefully and professionally in accordance with industry standards; a specific economic, tax or regulatory outcome is not owed.

2.4 Binadoo does not provide legal, tax, audit or binding accounting advice. The customer has legally, fiscally or regulatorily relevant configurations and evaluations reviewed by its competent specialists.

2.5 Binadoo may have services performed by carefully selected employees, affiliated companies and subcontractors. Binadoo ensures the contractually required confidentiality and data protection and remains the customer's central contractual partner; liability is governed by Section 11.

2.6 Services are performed, at Binadoo's discretion, remotely, at Binadoo's registered office or, by agreement, at the customer's premises. Binding response, recovery or availability times exist only if expressly agreed in a service level agreement ("SLA") or in the Individual Order.

3. Project, Budget and Change Management

3.1 The Individual Order determines the scope of services, assumptions, exclusions, dependencies and any acceptance criteria. Services not expressly included are not owed.

3.2 Effort estimates and indicative prices are non-binding and constitute neither a fixed price nor a cost ceiling. If Binadoo recognises that an estimate is likely to be exceeded by more than 15%, it informs the customer as soon as this is recognisable with reasonable effort. The customer decides on prioritisation, adjustment or continuation; until this decision, Binadoo may suspend the affected work.

3.3 For sprints, time budgets or hour contingents, time and budget constitute the agreed scope. Backlog items are processed by priority; Binadoo does not owe the complete handling of all topics within a sprint or contingent.

3.4 Changes to requirements, priorities, assumptions, data sources, third-party software, interfaces, legal requirements or customer environments are deemed change requests insofar as they cause additional effort or risks. Binadoo may record the effects on remuneration, resources and deadlines in text form before execution and charge additionally on a time-and-materials basis.

3.5 Approvals, decisions and prioritisations by the customer are binding. Subsequent changes or the repetition of work already approved are charged as additional effort.

4. Cooperation and Responsibility of the Customer

4.1 The customer creates all prerequisites for the performance of services in good time. In particular, it provides a contact person with decision-making authority, complete and correct requirements, data, access and test cases, the required infrastructure and third-party licences, as well as timely decisions and approvals.

4.2 The customer is responsible for its business processes, functional specifications, authorisation concepts and compliance with the statutory, industry-specific and internal requirements applicable to it. It ensures that data, content, software and instructions provided may lawfully be used.

4.3 For data migrations, the customer is responsible for the quality, completeness and legal admissibility of the source data as well as the functional review of mapping, samples and migrated data. Errors or inconsistencies of the source data and functional relationships that are not recognisable do not constitute a defect of Binadoo's services.

4.4 Go-lives take place upon the customer's approval or on the basis of an authorisation granted by it. Prior to go-lives, the customer performs appropriate functional tests and, unless data backup is expressly owed by Binadoo, creates current and verified backup copies.

4.5 If the customer fails to fulfil cooperation obligations, or does so incompletely or late, deadlines are postponed appropriately. Binadoo may deploy blocked capacities elsewhere and charge the resulting downtime, restart, replanning and additional effort at the agreed rates. New deadlines depend on available capacity.

5. Remuneration, Expenses and Payment

5.1 The remuneration is governed by the Individual Order and may be agreed as a fixed price, on a time-and-materials basis or as recurring fees. In the absence of a price agreement, Binadoo's hourly rates communicated to the customer before the start of performance apply. Effort is billed per commenced half hour.

5.2 Travel time is charged at 50% of the applicable hourly rate. Travel, accommodation and other necessary expenses are passed on at actual cost. Fees and services of third parties, in particular software, platform, hosting, telecommunications and transaction costs, are included only if expressly agreed.

5.3 All prices are in Swiss francs, excluding value added tax and other charges. Binadoo may pass on exchange-rate, tax or price changes of third-party providers as of their effective date. If this increases the total recurring remuneration of a service by more than 10%, the customer may terminate the affected service within 30 days with effect from the date of the increase; usage-dependent additional costs are excluded from this right.

5.4 Binadoo may adjust prices for its own recurring services with 60 days' notice to the next renewal period. The customer may terminate the affected service with effect from the end of the current period until the adjustment takes effect.

5.5 Time-and-materials services are generally invoiced monthly, recurring services at the beginning of the billing period, and fixed prices according to the payment schedule. Binadoo may require reasonable advance payments or security, in particular for larger projects, the procurement of third-party services or increased credit risk.

5.6 Invoices are payable within 30 days without deduction. Thereafter, the customer is in default without further reminder and owes default interest of 5% per year as well as reasonable external collection and debt-enforcement costs. Objections to an invoice must be communicated comprehensibly within a reasonable period; undisputed amounts remain due.

5.7 After an unsuccessful payment request with a grace period of ten days, Binadoo may suspend services, access and support. In the event of an acute security, legal or operational risk, immediate suspension is permitted. The customer bears the resulting delays and restart costs unless Binadoo is responsible for the suspension.

5.8 The customer may set off claims only against counterclaims that Binadoo has acknowledged in text form or that have been established by a final and binding decision. A right of retention exists only with respect to claims from the same Individual Order.

6. Deadlines

6.1 Deadlines and project plans are indicative unless expressly designated as binding. Binding deadlines require the customer's timely cooperation and the availability of agreed third-party services.

6.2 Delays due to change requests, lack of cooperation, defective source data, changes by third-party providers, security measures or force majeure extend periods and deadlines appropriately. In the event of Binadoo's responsibility for exceeding a binding deadline, the customer shall set a reasonable grace period before asserting further claims, to the extent legally permissible and not obviously futile.

7. Acceptance and Warranty

7.1 A formal acceptance takes place only for expressly agreed fixed-price services with a defined work result. Binadoo gives notice of readiness for acceptance in text form. The customer reviews the result within ten business days on the basis of the agreed criteria and reports acceptance-preventing defects comprehensibly and reproducibly.

7.2 The work result is deemed accepted if the customer expressly approves it, uses it productively, or does not report any acceptance-preventing defects within the review period after Binadoo has pointed out this

consequence. Immaterial defects do not prevent acceptance. Partial acceptances are permissible if partial results are independently usable or provided for in the Individual Order.

7.3 Binadoo remedies reproducible defects that existed at acceptance and are notified in text form within six months of acceptance, within a reasonable period, by rectification, replacement or a functionally equivalent workaround. Hidden defects must be reported without delay after discovery.

7.4 If the remedy of defects fails despite a reasonable grace period or is unreasonable, the customer may appropriately reduce the remuneration for the defective part. Termination of the affected part of the services is permissible only in the case of a material defect. Further warranty claims are excluded to the extent permitted by law.

7.5 No warranty exists in particular in the case of modifications by the customer or unauthorised third parties, improper use, unsuitable infrastructure, defective data, third-party software, versions no longer supported by the manufacturer, non-approved environments or lack of cooperation. The analysis and remediation of faults not attributable to Binadoo are charged on a time-and-materials basis.

7.6 For mandate-type services without acceptance, only the obligation to perform the services with due care applies. Complaints must be reported without delay once recognisable; Binadoo is first given the opportunity for reasonable subsequent performance.

8. Third-Party Software, Licences and Hosting

8.1 Contracts and licences for Odoo and other third-party software are generally concluded by the customer directly with the respective provider, unless the Individual Order provides otherwise. The provider's terms apply to third-party software; the customer is responsible for user numbers, scope of use and correct licensing.

8.2 Binadoo assumes no warranty for the function, availability, security, compatibility, pricing or further development of third-party software and platforms. Binadoo remains responsible for careful selection, configuration and integration within the agreed scope. Changes, updates, upgrades, end-of-life events and adjustments by third-party providers may trigger additional effort and schedule changes.

8.3 For hosting management or platform administration, the scope of services, data backup, recovery and any availability result from the Individual Order and the terms of the platform provider. Without an express SLA, Binadoo does not owe uninterrupted or fault-free operation. Planned maintenance work is announced in advance where possible.

8.4 The customer protects user accounts, passwords and access, uses the systems lawfully and prevents abusive or excessive use. In the event of misuse, security risk or imminent damage, Binadoo may temporarily block access and informs the customer in advance where possible.

8.5 Unless Binadoo is expressly responsible for data backup, the customer creates independent backups and exports, in particular before material changes and before the end of the contract. After the end of the contract, Binadoo supports the customer upon request with the handover against remuneration on a time-and-materials basis. 30 days after the end of the contract, Binadoo may delete remaining own copies and access or arrange for their deletion by the platform provider, unless the DPA, the law or the Individual Order requires otherwise.

9. Data, Work Results and Intellectual Property Rights

9.1 Data, content and documents of the customer remain allocated to the customer. Binadoo may use them exclusively for the performance of the contract, the defence of legal claims and the fulfilment of statutory obligations.

9.2 With respect to work results created individually for the customer and paid for in full, the customer receives a non-exclusive right, unlimited in time and territory, to use, reproduce and modify them for its own business

purposes or to have them modified by commissioned third parties. A transfer to affiliated companies or legal successors of the affected business is permissible. Separate commercial exploitation, sub-licensing or sale requires Binadoo's consent, unless otherwise agreed in the Individual Order.

9.3 Pre-existing or generic methods, templates, tools, libraries, standard modules, interface components and know-how of Binadoo ("Binadoo Components") remain the property or legal asset of Binadoo. The customer receives the non-exclusive right required for the contractual use of the work results. Binadoo may reuse general knowledge and Binadoo Components for other customers without disclosing the customer's confidential information.

9.4 Customer-specific source code is provided in the repository or handover format provided for in the Individual Order. Binadoo's internal development, automation, testing and operating tools are not part of the scope of delivery unless expressly designated.

9.5 For open-source software and third-party components, their licence terms take precedence. The customer observes the obligations contained therein when using, modifying and distributing them.

9.6 The customer warrants that data, content, trademarks, software and instructions provided by it do not infringe any third-party rights. It indemnifies Binadoo against justified third-party claims arising therefrom and necessary external costs, unless the infringement was caused by Binadoo. Binadoo informs the customer without delay and reasonably coordinates the legal defence with the customer.

9.7 If the contractual use of a work result created by Binadoo is materially impaired due to a third-party claim, Binadoo may, at its own discretion, procure a right of use, appropriately modify or replace the result. If this is not economically justifiable, Binadoo may terminate the affected part and refund the remuneration paid for it, taking due account of the use made to date. Section 11 remains reserved.

10. Confidentiality, Data Protection and References

10.1 An NDA concluded between the parties prevails for confidentiality matters. In the absence of an NDA, the parties treat non-public business, technical and financial information as confidential, use it only for the performance of the contract and pass it on only to persons with a corresponding need and appropriate confidentiality obligations. The obligation applies for five years after the end of the contract, and for trade secrets for as long as they are worthy of protection. Legally required disclosures remain permissible.

10.2 If Binadoo processes personal data on behalf of the customer, the parties conclude a DPA before the processing begins. The DPA prevails for this processing. Binadoo processes business contact, contract and billing data under its own responsibility in accordance with applicable data protection law and its privacy policy.

10.3 The public mention of the cooperation and the use of the company name, trademark, logo, project description or project results as a reference require the prior consent of the affected party in text form, unless the Individual Order provides otherwise.

11. Liability

11.1 Binadoo is liable without limitation for damage caused intentionally or by gross negligence and for death or personal injury. Mandatory statutory liability remains reserved.

11.2 In the case of slight negligence, Binadoo is liable only for proven, direct damage that was typically foreseeable at the conclusion of the contract. For one-off Individual Orders, the total liability is limited to the net remuneration paid or payable for them; for recurring services, to the net remuneration of the affected service paid or payable in the twelve months preceding the damaging event. Several instances of damage from the same cause are deemed one event.

11.3 To the extent permitted by law, indirect and consequential damage, lost profit, unrealised savings, business interruptions, reputational damage and third-party claims are excluded, unless Binadoo has expressly agreed to assume them. In the case of data loss, liability is limited to the costs of restoration from the last proper backup, unless data backup was expressly owed by Binadoo.

11.4 For faults and damage arising from third-party software, platforms, telecommunications or infrastructure services, Binadoo is liable only to the extent that it has culpably breached an own contractual obligation. Liability for auxiliary persons is excluded in the case of slight negligence to the extent of Art. 101 para. 2 of the Swiss Code of Obligations. The limitations of liability apply to all contractual and non-contractual claims and for the benefit of Binadoo's corporate bodies, employees and auxiliary persons.

12. Term, Termination and End of Contract

12.1 Individual projects end upon complete performance of the services, unless terminated earlier. Contracts for support, hosting management, contingents or other recurring services have a minimum term of twelve months, unless otherwise agreed in the Individual Order. They are renewed for successive twelve-month periods unless terminated in text form with three months' notice to the end of the current period.

12.2 Unused hours from packages or contingents lapse at the end of the agreed period, unless the Individual Order provides for a carry-over. The remuneration also covers the agreed readiness of capacity and services.

12.3 Each party may terminate a contract for good cause if the other party breaches a material obligation and fails to remedy the breach despite a reasonable grace period. Immediate termination is permissible if a remedy is impossible or unreasonable, in particular in the case of serious security breaches, unlawful use, significant payment default or insolvency, to the extent permitted by law.

12.4 Mandatory statutory termination rights, in particular the right to revoke or terminate mandates at any time and the customer's right of withdrawal in the case of contracts for work, remain reserved. If exercised, the customer owes payment for the services rendered up to termination, acceptable partial results, non-cancellable third-party and procurement costs, and any compensation owed by law. Advance payments are credited; any remaining surplus is refunded.

12.5 At the end of the contract, all outstanding amounts become due for payment. Support, export, documentation and handover services are charged on a time-and-materials basis, unless their remuneration is already included in the Individual Order. Provisions that by their nature are intended to survive, in particular regarding remuneration, confidentiality, rights and liability, remain in effect.

13. Non-Solicitation of Personnel

13.1 This Section applies only if the Individual Order expressly refers to it. During the cooperation and for twelve months thereafter, the parties shall not actively solicit employees or freelancers of the other party who were materially involved in the relevant project, and shall not employ them without prior consent in text form.

13.2 Not covered are general job advertisements, unsolicited applications, contacts existing before the start of the project, and persons whose cooperation with the other party was terminated independently of any solicitation. In the event of a culpable breach, a contractual penalty of CHF 50,000 per person concerned is owed. It is credited against any proven additional damage; judicial reduction remains reserved.

14. Force Majeure

14.1 Neither party is liable for delays or non-performance resulting from an event beyond its reasonable control that could not be prevented despite reasonable precautions. This includes in particular natural events, war, governmental measures, industrial disputes, large-scale failures of energy or communication networks, and serious cyberattacks on third parties.

14.2 The affected party informs the other party without delay, limits the effects and resumes performance once the event has ceased. Payment obligations for services already rendered remain in place. If the impairment lasts longer than 60 days, each party may terminate the affected part of the services in text form; Section 12.5 applies accordingly.

15. Amendments to these GTC

15.1 New versions of these GTC generally apply only to Individual Orders concluded thereafter. For ongoing recurring services, Binadoo may amend the GTC with 30 days' notice, to the extent that this is objectively necessary due to changes in the law, case law, security requirements, changes by third-party providers or necessary operational adjustments, and is reasonable for the customer.

15.2 If such an amendment materially disadvantages the customer, the customer may terminate the affected recurring service with effect from the date the amendment takes effect, at any time before that date. Otherwise, the amendment applies from the communicated date. Changes to the main service or remuneration are governed exclusively by the Individual Order or Section 5, respectively.

16. Final Provisions

16.1 The customer may transfer rights and obligations only with Binadoo's prior consent in text form. Binadoo may transfer the contract to an affiliated company or a legal successor that takes over the affected business operations and fulfils the contractual obligations; Binadoo informs the customer thereof.

16.2 Text form includes in particular e-mail, electronic signature, the customer portal and the exchange of signed PDF documents. Amendments to an Individual Order require text form, unless the parties have expressly agreed a stricter form.

16.3 Should any provision be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions remains unaffected. The parties shall replace it with a permissible provision that comes as close as possible to its economic purpose.

16.4 All contracts are governed by substantive Swiss law, excluding its conflict-of-laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zug, Switzerland. Mandatory statutory places of jurisdiction remain reserved.

16.5 In the case of translations, the German version prevails.