

General terms and conditions radicant business services ag

Last Updated: May 2025

1. General Provisions

1.1. Service provider

The services under these General Terms and Conditions are provided by radicant business services ag, UID: CHE- 294.098.214, with its registered address at Birmensdorferstrasse 123, 8003 Zürich, Switzerland, acting under the brand “radicant treuhand“ or “radicant business”.

radicant business services ag may operate through domestic or foreign branches, subsidiaries, or affiliated entities.

1.2. Scope

These General Terms and Conditions (“GTC”) govern the legal relationship between radicant business services ag (“RBS”) and its business Customers (“Customer/s”) for all services, products, features, and tools (collectively, “Services”) provided by RBS, including those described in individual service orders, offers, or subscription plans.

The Services of RBS are provided either through direct engagement with radicant business services ag or via its cloud-based software-as-a-service (SaaS) platform, accessible through web and mobile applications (collectively, the “Platform”). The Platform enables digital access to various services, including but not limited to accounting, payroll, tax compliance, and document management. Customers may choose to engage RBS directly or access the Platform via supported web browsers or compatible mobile devices.

Your relationship with RBS, including all activities and Services, is governed by these GTC, the radicant business services website and App Privacy Policy (“Privacy Policy”), and any other agreements or terms, applicable to the products or Services you use. Together, these documents form the complete agreement between you and RBS.

By registering on the Platform or entering a business relationship with RBS in any other means, you agree to these GTC and accept them as legally binding. Any additional terms required for certain Services will be presented for your acceptance before use.

1.2.1. Amendments to these GTC

RBS is entitled to amend or update these GTC as well as any other terms and conditions governing the contractual relationship with RBS at any time. Changes will be communicated via the Platform or other appropriate channels. Unless the Customer submits a written objection within 30 days of the notification, the changes shall be deemed accepted.

If the changes are detrimental to the Customer, the Customer may terminate the contract with RBS no later than ten (10) calendar days before the changes take effect. Failure to do so will be considered acceptance of the changes, particularly with regard to ongoing engagements.

1.3. Contracting Parties and Conclusion of Contract

1.3.1. Contracting Parties

radicant business services ag, operating under the brand name “radicant treuhand“ or “radicant business”, provides its services on the basis of a contractual relationship with the Customer. By entering into a relationship with RBS, the Customer confirms that the individuals signing the contract or accepting it electronically are duly authorized to act on behalf of the Customer.

RBS reserves the right to withdraw from the contract without liability if:

- The Customer or its representatives are not legally capable of entering into contracts, or
- The Customer or its representatives have provided materially incorrect or misleading information about their identity, registered office, or legal capacity.

1.3.2. Conclusion of Contract

The presentation of Services on the RBS website or other digital channels is non-binding and does not constitute a contractual offer.

A binding contract is only concluded once RBS issues a signed order confirmation (in physical or electronic form), or commencement of service delivery by RBS.

The contract consists of the following integral components:

- the main service agreement under Art. 394 CO
- these General Terms and Conditions (GTC)

- the annex on hourly rates and services, detailing the scope of the selected servicesThe RBS Privacy Policy
- and any other annexes or documents expressly referenced therein.

1.4. Subject Matter of the Services

The subject of the contract is the agreed service, not a specific economic success.

RBS undertakes to carry out the contractual work with the necessary care. The verification of the accuracy, completeness and correctness of the documents and figures provided, in particular the bookkeeping and balance sheet, is only part of the contract if this has been agreed in writing.

If the scope of the agreed service is extended during the ongoing work at the request of the Customer, the corresponding additional expenses shall be paid separately by the Customer. Subsequent changes to the scope of services require either written confirmation or confirmation in text form (letter or e-mail) by RBS.

1.5. Independence and Conflicts of Interest

The Customer shall ensure that anything that could jeopardize the independence of RBS employees is refrained from. In particular, the Customer shall not make offers of employment to RBS employees or engage them directly for services outside the scope of this contractual relationship, unless explicitly approved in writing by RBS.

1.6. Platform and User accounts

In order to access and use the Services provided by RBS via its digital Platforms, the Customer is required to register through the RBS web or mobile app and create a user account. Registration is a prerequisite for initiating any service relationship with RBS through its platform. Registration is also required if RBS provides services to the Customer outside the platform, in order to ensure efficient information exchange.

The Customer shall be obliged to provide truthful information about their personal details and to keep all login credentials confidential and inaccessible to third parties. By creating the user account, the person representing the Customer confirms that he/she is authorized to open a user account on behalf of the Customer. RBS reserves the right to delete a user account or block access to the user account at any time and without giving reasons.

The Customer is obligated to immediately contact and inform RBS if they suspect that their user account is or has been misused by third parties. The Customer is generally responsible for all subscriptions or contracts

(“Subscriptions” or “Contracts”) concluded using their user account. The Customer is not liable if they can prove that they informed RBS promptly and in advance and did not breach their duty of care in managing the user account.

RBS stores the data related to subscriptions and engagements. The Customer can view the subscriptions and contract data in their user account.

2. Scope, Execution, and Modification of Services

2.1. Overview

RBS provides a range of professional and technology - enabled services under the brands “radicant treuhand” and “radicant business”. These Services may be rendered digitally via the Platform or through direct Customer interaction. The scope, content, and delivery format of Services are determined individually for each Customer based on specific agreements or service engagements.

RBS provides the following categories of services:

- Fiduciary services
- Payroll services
- Tax advisory
- VAT advisory
- Business consulting

Detailed services are described in an annex to the applicable service agreement. RBS reserves the right to modify its services at any time. Adjustments are made in good faith and communicated appropriately.

2.2. Service Agreements

Services may be delivered on a one-time, periodic, or continuous basis, as specified in individual service agreements.

Any deliverables or documents resulting from these Services shall remain the intellectual property of RBS unless otherwise contractually agreed.

2.3. Involvement of Third Parties

RBS may delegate the performance of Services to its own employees, affiliated entities, or suitably qualified third parties, provided that Customer confidentiality and industry-standard service quality are maintained.

As a general rule, RBS shall execute the orders through its own employees. However, if deemed necessary or beneficial, external specialists, experts, or other auxiliary persons may be engaged to fulfill the assignment. In such cases,

RBS remains responsible for the proper execution of the services in accordance with the agreement. If a third party is engaged at the express request of the Customer or in the Customer's interest, RBS's liability shall be limited to the careful selection, instruction, and supervision of such third party.

2.4. Deadlines and Timeframes

Deadlines and time specifications are only binding for RBS if they have been expressly confirmed by in writing. Confirmations shall be subject to the condition that the Customer fulfills their obligations to cooperate in a timely manner. If RBS is unable to carry out the work assigned to it within the agreed timeframe due to failures for which RBS is responsible, the Customer shall grant RBS a reasonable grace period for performance of the contract.

2.5. Customer's Duty to Cooperate

The Customer shall, without special request, provide RBS in a timely manner with all documents, information, and declarations necessary for the proper execution of the contractual services. This obligation includes informing RBS of any facts, developments, or circumstances—whether pre-existing or arising during the engagement—that may be relevant to the performance of the services.

The Customer is also responsible for creating the legal and organizational conditions necessary for RBS to fulfill its obligations. In particular, the Customer must inform RBS promptly of any third-party rights, special technical requirements, or official regulations applicable to the Customer that could affect the service delivery.

As part of the engagement, RBS may act as an agent of the Customer. For this purpose, the Customer shall issue a separate written power of attorney.

If the Customer fails to fulfill these duties to cooperate, RBS is entitled to suspend or delay the commencement or continuation of services, regardless of any agreed deadlines or timescales.

Furthermore, RBS may postpone or discontinue service provision until any agreed advance payment has been received.

2.6. Default of Acceptance and Insufficient Cooperation

If the production of a specific work result has been agreed in writing and if the Customer or a third party commissioned by the Customer defaults in accepting the service offered by RBS, or fails to cooperate as required or otherwise fails to exercise due care,, RBS shall be entitled to terminate the contract without notice.

This shall not affect RBS's right to claim compensation for any additional expenses incurred due to the delay or failure to cooperate by the Customer or

a third party commissioned by the Customer, or for any resulting damage. In particular, the Customer shall indemnify RBS against any third-party claims.

3. Use of the Platform and Digital Services

3.1. Service Models and Platform Features

As outlined in Section 2 (Scope, Execution and Modification of Services), RBS offers various professional fiduciary and business Services to its Customers. The specific Services available depend on the selected subscription plan and may be delivered in one of the following forms:

- **SaaS-Based Solutions:** Customers can access the platform to independently manage accounting, payroll, and administrative processes. The RBS SaaS solution is designed for self-service and supports core business operations through automation, transparency, and secure access.
- **Expert-Managed Services:** RBS provides actively managed fiduciary services. These services are performed by experts in accounting, payroll, and administrative tasks on behalf of the Customer. The scope and responsibilities are defined in the respective service agreement.

3.2. Platform-Based Features

In addition to the above, the Services may also include access to digital tools such as document management, workflow automation, communication features, and software integrations designed to improve operational efficiency.

DocuBox is RBS's secure, digital document storage solution integrated within the Platform. It enables Customers to:

- Upload, store, organize, and access financial and administrative documents
- Create folder structures, apply search tags, and manage permissions
- Share documents with third parties, such as accountants or advisors

For Customers using expert-managed services, setting up access to the platform is mandatory. All correspondence and document exchange takes place via DocuBox.

3.3. Availability and Modifications

The availability, scope, and duration of specific Services may vary based on the selected service package or the terms of your individual service agreement with RBS. Service delivery is supported and facilitated through various channels, including but not limited to the RBS Platform, email, written correspondence, or

other appropriate means of communication, enabling you to manage your data and access relevant reports and documents.

A list of the available services and applicable hourly rates is provided as an annex to the service agreement and forms an integral part of it. RBS reserves the right to change or update its services and prices at any time.

3.4. Management of the Platform

RBS provides its services via a digital platform accessible through specific web portals and mobile applications. The Customer is responsible for ensuring that access to the platform is limited to duly authorized users within its organization.

RBS reserves the right to update, modify, or restrict access to certain Platform functionalities at any time for security, maintenance, or operational reasons. RBS will inform the Customer in advance of material changes, where reasonably possible.

The Customer is responsible for the timely upload, accuracy, and completeness of the data and documents submitted via the Platform. RBS shall not be liable for consequences resulting from incomplete or delayed information provided through the Platform.

The Customer acknowledges that the use of the Platform is subject to the applicable terms of use, privacy policies, and service-specific documentation, which may be updated regularly.

3.5. Communication and Electronic Signatures

- Communication via email, mobile phones, or Internet-based applications involves inherent risks, including the possibility of unauthorized access, message alteration, or data loss. These risks can be mitigated through encrypted transmission. RBS offers "Brief Butler" as a service for the encrypted transmission of data. This service is subject to the terms of use and privacy policy of the third-party provider.
- RBS endeavours to process emails in a timely manner; however, receipt may be delayed for technical or operational reasons. RBS does not guarantee timely processing of emails. Emails sent to RBS do not constitute valid compliance with deadlines or time-sensitive obligations. To ensure receipt of an email, the Customer must obtain explicit confirmation from the recipient.
- Unless the Customer provides written instructions to the contrary, the Customer authorizes RBS to use unencrypted electronic communication despite awareness of the associated risks. These instructions may be amended at any time but must be communicated to RBS in writing in advance to avoid any ambiguity.

- RBS uses electronic or digital signature technology to verify the identity of the signatory and the authenticity of electronic documents or data.

3.6. Terms of Use for SaaS Platform

RBS provides its Customers access to a Software-as-a-Service (SaaS) platform via web and mobile applications ("SaaS Solution"). The SaaS Solution and associated cloud storage are made available for use over the Internet and are subject to the following provisions:

- **License Grant:** For the duration of the agreement, the Customer is granted a non-exclusive, non-transferable, and non-sublicensable right to use the SaaS Solution as contractually intended. No additional rights are granted. Use by or access for third parties is strictly prohibited.
- **Cloud Storage:** RBS provides defined cloud storage for the Customer's data. The Customer is responsible for ensuring lawful use of the storage and for not exceeding the allocated capacity.
- **Registration and Use:** Prior registration via the RBS website is required. RBS does not guarantee compatibility with the Customer's hardware.
- **Maintenance and Support:** RBS maintains the SaaS Solution during regular business hours and endeavours to correct disruptions within reasonable technical limits. Support is provided during working hours. Temporary interruptions may occur during maintenance or updates.
- **Updates:** RBS may, at its sole discretion, provide updates or upgrades to the RBS SaaS Solution with or without obligation, and with or without additional cost.
- **Customer Responsibilities:** The Customer is responsible for entering, maintaining, and securing their data. Appropriate technical and organizational measures must be taken to prevent unauthorized access and ensure lawful use.
- **Warranty and Liability:** RBS ensures the operational functionality of the SaaS Solution when used in accordance with the contract but does not guarantee uninterrupted or error-free operation. To the extent permitted by law, RBS disclaims all liability for direct or indirect damages, including data loss or lost profits. The Customer shall indemnify RBS from third-party claims related to stored content.
- **Termination:** Rights of use expire upon termination of the underlying service agreement.

4. Fees, Invoicing, and Payments

4.1. Fee Structure and Hourly Rates

Unless otherwise agreed in writing, the fees for Services provided by RBS are calculated based on the actual time spent and the applicable hourly rates of

the RBS team members involved. The applicable rates depend on the experience, function, and seniority of the personnel performing the Services.

The applicable hourly rates are available upon request and may be adjusted by RBS from time to time, particularly in response to inflation or changes in Service complexity. RBS will inform the Customer of any adjustments with at least one month's notice.

4.2. Fixed Price Agreements and Adjustments

If a fixed price agreement is concluded for specific Services, it shall only cover the agreed scope of work. RBS may review the fixed fee for appropriateness if the Customer requests additional Services or if the underlying assumptions change materially. In such cases, RBS reserves the right to adjust the fee accordingly, subject to prior written notice to the Customer.

4.3. Cost Advances and Interim Invoices

RBS is entitled to request advance payments from the Customer before the start or continuation of service delivery. Advance payments do not represent a final cost estimate but merely secure ongoing or future engagements.

RBS may also issue interim invoices at any time for services already performed. These will reflect either the agreed fixed fee milestones or the hours worked up to that point.

4.4. Third-Party Costs

The Customer shall bear all expenses and costs incurred by RBS in the execution of the Services, including costs of third-party services (e.g., external consultants, translators, couriers, travel costs). Where possible, such expenses will be pre-approved by the Customer. RBS may invoice these costs separately and/or include them in the regular service invoice.

The Customer is also responsible for settling third-party invoices directly if Services are commissioned in the Customer's name or interest. RBS shall be indemnified and held harmless for any such obligations unless explicitly agreed otherwise.

4.5. Payment Terms and Currency

Unless otherwise stated on the invoice or agreed in writing, all invoices are due for payment within twenty (20) calendar days from the invoice date, net and without deduction. Payment shall be made in Swiss francs (CHF).

RBS is entitled to suspend service delivery in the event of late payment or unpaid advances. Repeated or material payment delays may result in termination of the contract without notice and the assertion of claims for damages.

4.6. Cost estimates

Cost estimates by RBS are based on estimates of the scope of the necessary activities and are prepared on the basis of the data provided by the Customer. For this reason, RBS cost estimates are not binding for the final calculation of the fee.

4.7. Late Payments

In the event of late payment, RBS reserves the right to charge interest in accordance with the Swiss Code of Obligations (OR).

5. Intellectual Property and Work Results

5.1. Ownership and Use of Work Results

All copyrights and other intellectual or industrial property rights related to work results, documents, evaluations, know-how, and software created or provided by RBS shall remain the exclusive property of RBS.

The Customer is granted a non-exclusive, non-transferable, and perpetual right of use, solely for the purposes of the service agreement. . This includes the right to make the work results available to its shareholders, creditors, or internal stakeholders as part of ordinary business use.

Any extension of usage rights to third parties—including affiliated companies—requires RBS's express prior written consent. The work results, or any part thereof, may not be modified, published, reproduced, distributed, or otherwise disclosed without such consent, unless explicitly agreed upon in the service order.

RBS retains the unrestricted right to use any ideas, methods, techniques, concepts, and general know-how acquired or applied during the execution of the contract for other professional purposes, provided that the confidentiality of the Customer's sensitive data and documents is maintained.

If third-party claims are made against RBS for alleged infringements of intellectual property rights in connection with the services provided, RBS may terminate the Customer's right of use without notice. In such a case, the Customer is entitled to a refund of any remuneration already paid for the affected service. Any further liability on the part of RBS is excluded, subject to the limitations defined in Article 15.

Unless otherwise agreed, formal requirements for the transfer or licensing of intellectual property rights remain reserved, and third-party rights remain unaffected.

5.2. Disclosure and Use by the Customer

The disclosure of RBS's professional statements, reports, or other written deliverables to third parties requires the express prior written consent of RBS, unless such disclosure is inherently part of the contract's purpose (e.g., tax filings, audit documentation).

The use of the contractual relationship or RBS's deliverables for promotional purposes or public references (e.g., naming RBS in marketing or on websites) requires prior written approval. However, the Customer agrees that RBS may list the Customer's name as a reference Customer unless the Customer explicitly objects in writing.

5.3. Binding Nature of Work Results

Reports, expert opinions, statements, presentations, etc. prepared by RBS shall only be binding upon their legally valid handwritten or electronic signature by RBS. In the case of other work results, RBS shall record their binding nature in a comparable manner in a corresponding final letter. Drafts, interim results or verbal information may contain deviations from the signed work result and are therefore always non-binding.

6. Confidentiality and Data Protection

RBS is obligated to maintain confidentiality regarding all non-public information and data received from the Customer in the course of fulfilling its contractual obligations. This includes business, operational, technical, and personal information relating to the Customer, its employees, and its customers. Confidential information may only be disclosed if:

- required by law, regulation, court, or authority;
- necessary to protect RBS's legitimate interests;
- permitted within the scope of the assignment or with the Customer's prior written consent.

RBS may involve third parties in service delivery, provided they are subject to an appropriate confidentiality obligation. Information may also be disclosed to legal advisors, insurers, or for quality control and risk management purposes, where relevant and justified.

The Customer authorizes RBS to process personal data solely for the purpose of fulfilling the contract and in accordance with the Customer's instructions. RBS implements appropriate technical and organizational measures to ensure data security, including access control, backup procedures, and breach reporting protocols. The Customer remains responsible for informing RBS of any required changes to processing instructions.

RBS may process personal data outside Switzerland, provided such processing complies with Swiss data protection regulations. Transfers to third parties or international recipients are only carried out in accordance with applicable legal requirements.

Upon request or termination, confidential information and personal data will be deleted or returned, subject to applicable statutory retention periods and backup obligations.

For detailed information on how RBS processes personal data and ensures data protection, please refer to the RBS Privacy Policy.

7. Storage and Archiving of Documents

RBS generally does not retain any reference files unless legally required by law or contractually agreed. Where files are retained, the applicable statutory retention periods apply.

This obligation to retain shall cease if RBS returns the reference files to the Customer, or has requested the Customer in writing that the Customer retrieve them, and the Customer fails to respond within three (3) months of receiving the request. Reference files include all documents received from or on behalf of the Customer in connection with RBS's professional activities.

The archiving of data and documents in electronic form is performed in accordance with high standards of data security and applicable data protection laws. Archiving includes secure storage, regular backups, and—where required—secure deletion after the expiration of the retention period. RBS undertakes to treat all transmitted data and documents confidentially and to use them solely in accordance with applicable legal requirements.

8. Defects, Warranties, and Liability

8.1. Warranty

RBS warrants that its services will be provided with due care, in accordance with professional standards, and in conformity with the terms agreed in the contract. Where a specific work result has been explicitly agreed in writing, the

Customer may request rectification of any material defects within the warranty period.

The warranty period is twelve (12) months from the date of delivery of the final written work result, unless a shorter statutory limitation period applies. Any further warranty, particularly for uninterrupted availability or error-free operation of software or digital services, is excluded to the extent permitted by law.

8.2. Duty of Inspection and Notification of Defects

The Customer shall inspect all work results and deliverables immediately upon receipt and notify RBS in writing of any apparent defects within **thirty (30) calendar days**. Hidden defects must be reported immediately upon discovery.

Failure to notify RBS within the specified timeframes shall be deemed acceptance of the work result and a waiver of any warranty claims relating to the defect.

8.3. Remedy of Defects

In the event of a valid and timely notification of defects, RBS may, at its discretion:

- correct the defective service or work results free of charge, or
- re-perform the service.

Only if the rectification fails may the Customer demand a reduction in fees or, in exceptional cases, termination of the contract. Claims for reimbursement of the Customer's internal expenses for rectification or third-party costs are excluded, unless expressly agreed or mandated by law.

8.4. Limitation of Liability

To the extent permitted by law, RBS shall only be liable for direct damages caused by willful misconduct or gross negligence. Liability for slight negligence, indirect damages, consequential damages, loss of data, loss of profit, or unrealized savings is expressly excluded.

RBS's liability for third-party services is limited to the careful selection, instruction, and supervision of the third party unless the third party is acting on behalf of or under the control of RBS.

The same limitations apply to RBS's employees, agents, and affiliates. In no event shall RBS's total liability exceed the total fees paid by the Customer for the service in question.

8.5. Force Majeure and Exclusions

RBS is not liable for damages or non-performance caused by events beyond its reasonable control, including but not limited to:

- natural disasters,
- war, terrorism, or civil unrest,
- epidemics or pandemics,
- power outages or failures of internet or communication infrastructure,
- actions by government or regulatory authorities.

In such cases, RBS may suspend the provision of services or extend deadlines without liability. If a force majeure event continues for more than thirty (30) days, either party may terminate the affected part of the contract without further obligations.

9. Reporting and Verbal Information

Unless otherwise agreed in writing, all results of services performed by RBS (such as reports, expert opinions, or analyses) shall be provided in written form and only the written version shall be considered binding.

Verbal statements or information given by RBS employees outside the agreed scope of services are non-binding and do not constitute formal deliverables unless subsequently confirmed in writing.

10. Place of Performance

RBS may perform its services using its own systems and digital platforms, including the use of third-party data processors where appropriate. Unless expressly stated otherwise in the service description, RBS is not obliged to verify the factual accuracy or completeness of the information, documents, or instructions provided by the Customer. RBS may rely on the assumption that all such materials are accurate, complete, and legally binding.

If the Customer fails to fulfill its cooperation obligations, RBS reserves the right to invoice the Customer for any additional costs or damages resulting from such failure.

11. Termination and Amendments

11.1. Termination of the Contractual Relationship

The contractual relationship between RBS and the Customer is subject to the termination provisions outlined in the relevant service agreement. Unless otherwise agreed in writing, each party may terminate the contract for ongoing services with thirty (30) calendar days' written notice to the end of a calendar month.

If no fixed term or minimum duration is specified, contracts may also be terminated at any time under Art. 404 of the Swiss Code of Obligations (CO), subject to good faith and proportionality considerations.

Upon termination, all outstanding fees for services rendered become immediately due. All rights of use to work results, platform access, and SaaS functionality granted under the contract shall expire upon the effective date of termination.

11.2. Special Termination Rights

RBS may terminate the contract with immediate effect and without liability if:

- the Customer is in material breach of its obligations (e.g., default of payment, misuse of services, breach of confidentiality),
- the Customer fails to cooperate or obstructs RBS's performance
- force majeure persists beyond thirty (30) days
- the Customer provides false or misleading information that is material to the contract,
- the Customer becomes insolvent or is subject to debt enforcement or liquidation proceedings.

Any advance payments already made shall be retained by RBS to the extent corresponding services have been rendered or losses incurred.

12. Severability Clause

If one or several provisions of these GTC or any Terms and Conditions governing your contractual relationship with RBS prove invalid, incomplete, or void, the validity of the remaining provisions shall be unaffected. In place of the invalid/void provision, a provision that comes closest to the purpose intended by the invalid/void provision shall take effect.

13. Applicable law and place of jurisdiction

All agreements and all other documents governing your contractual relationship with RBS shall be construed under and governed by the substantive laws of

Switzerland exclusively, excluding the provisions of international private law and other conflicts of laws.

Any disputes arising out of or in connection with these GTC and/or other documents governing your contractual relationship with RBS, the competent courts of the city of Zurich, Switzerland, shall have exclusive jurisdiction if no mandatory statutory provisions provide otherwise.