

General Terms and Conditions (GTC)

Navique AG

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These General Terms and Conditions (GTC) govern the business relationship between Navique AG, Passage du Cardinal 5, 1700 Fribourg, Switzerland, and Navique AG, Europaallee 41, 8005 Zurich, Switzerland (hereinafter “Navique”), and its customers (hereinafter the “Customer”). They apply to all services provided by Navique, in particular consulting, project, development, platform, software, data, analytics and AI services.

1. Scope and Contractual Documents

These GTC form an integral part of all contracts, offers/quotations and service agreements between Navique and the Customer. Any conflicting or deviating general terms and conditions of the Customer shall not apply, even if Navique does not expressly object to them. In the event of any conflict, individual contracts and statements of work (SOW) shall prevail over these GTC.

2. Contract Type and Performance of Services

Unless expressly agreed otherwise, Navique’s services qualify as services within the meaning of Art. 394 et seq. of the Swiss Code of Obligations (CO). Navique owes diligent and professional performance, but not a specific result. Services are typically delivered iteratively and in an agile manner, based on best practices, blueprints, accelerators and standardized platform components.

Navique is entitled to have services performed in whole or in part by qualified subcontractors or freelancers, unless expressly excluded. Navique remains responsible for proper performance.

3. Customer’s Cooperation Obligations

The Customer is obliged to provide Navique in due time and in full with all information, data, access rights and cooperation required for proper performance. Any delays or additional effort due to missing cooperation shall be borne by the Customer.

4. Use of Tools, Methods and Technologies

Navique is entitled to use proprietary or licensed tools, methods, models, frameworks, blueprints, templates, libraries and automated setups (“Navique Tools”) to deliver the services. The selection is at Navique’s sole discretion unless

otherwise contractually agreed. Navique Tools may be used exclusively for the contractually agreed purpose; all rights, in particular all intellectual property rights, remain with Navique.

5. Change Management

Changes or extensions to the agreed scope of services (“Changes”) require a structured change management process. Either party may request changes in writing (e.g., by email) by submitting a change request. The change request must at least include:

- Description of the requested change
- Rationale / objective of the change
- Requested implementation date

Navique will review the change request within a reasonable period and assess in particular:

- Impact on costs (additional effort)
- Impact on timeline / resources
- Technical and organizational feasibility

Navique will provide the Customer with a written offer covering:

- Adjusted scope of services
- Additional remuneration
- Adjustment of dates / milestones

Implementation will take place only after written approval by both parties. Until approval, the original contractual terms continue to apply. In urgent cases, oral or provisional approval may be given, but must be confirmed in writing promptly.

6. Artificial Intelligence (AI) and AI Governance

Navique may use AI-supported systems, models and methods in the course of providing the services. Such use is strictly purpose-bound and subject to Navique’s AI governance, which in particular includes:

- Purpose limitation and context control
- Human-in-the-loop: where appropriate from a professional perspective or required by regulation, Navique ensures human review and validation of results
- Access controls and logging / traceability
- Model and output validation
- Protection of the Customer’s data and business IP

Customer data is not used for general model improvement or for training generic models, unless expressly agreed in writing.

7. Data Protection and Confidentiality

The parties undertake to comply with applicable data protection laws, in particular the Swiss Federal Act on Data Protection (FADP) and the GDPR where applicable. Navique processes personal data exclusively on behalf of and in accordance with the Customer's instructions. Navique implements appropriate technical and organizational measures in line with the state of the art.

If Navique processes personal data on behalf of the Customer, a separate data processing agreement (DPA) will be concluded upon request.

Both parties undertake to treat as confidential all information that is not publicly known. This obligation remains in force after termination of the contract. If a separate non-disclosure agreement (NDA) has been concluded, its provisions shall prevail over these GTC.

8. Intellectual Property

All pre-existing intellectual property of Navique as well as intellectual property created in the course of performing the services (background IP, foreground IP and sideground IP)—in particular methods, concepts, software components, architectures, frameworks and documentation—shall remain entirely with Navique, unless expressly agreed otherwise. The Customer shall receive—where agreed—a non-exclusive, non-transferable right of use.

The Customer grants Navique the right to mention the cooperation (company name, industry, type of services) in reference lists and marketing materials, provided that no justified confidentiality interests oppose this.

9. Fees and Payment Terms

The fees for Navique's services are governed by the agreed offers/quotations and/or service agreements. All prices are in Swiss francs (CHF) plus statutory value added tax (VAT), where applicable.

Unless agreed otherwise, invoices are payable within 30 days of the invoice date, without deduction and excluding set-off. Upon expiry of this period, the Customer is in default without reminder. Navique is entitled to charge default interest of 5% p.a.

10. Warranty

Navique warrants that it will perform the services in a professional manner. Any further warranties, in particular regarding the achievement of a specific economic success or a particular market position, are excluded to the extent permitted by law.

In the event of duly notified defects, Navique may choose between remedying the defect or re-performing the services. If this fails twice, the Customer may demand an appropriate reduction of the price or, in the case of material defects, rescission.

11. Liability

Navique is liable for damages caused by intentional misconduct or gross negligence in accordance with statutory provisions.

For slight negligence, Navique shall be liable only in the event of a breach of material contractual obligations. In such case, liability is limited to the foreseeable damage, up to a maximum of the amount of the contractually agreed remuneration. Liability for indirect damages, consequential damages and loss of profit is—to the extent permitted by law—excluded.

Claims for damages by the Customer become time-barred one year after becoming aware of the damage, but in any event no later than two years after performance of the services.

12. Term and Termination

The term and termination modalities are set out in the respective individual contract. Framework agreements may be terminated by either party by giving 12 months' written notice effective at the end of a calendar year, unless agreed otherwise.

The right to extraordinary termination for cause remains reserved. Cause exists in particular if a party fails to comply with its material contractual obligations despite written notice and a reasonable grace period, or becomes insolvent.

If the Customer terminates during ongoing projects, all services rendered and costs incurred up to the termination date shall be remunerated in full.

13. Non-Solicitation

Employees of Navique who are entrusted with performing the services may neither be hired nor otherwise engaged by the Customer during the term of the contract and for 12 (twelve) months after termination. In case of breach, the Customer shall

pay a contractual penalty in the amount of one gross annual salary of the solicited employee. Payment of the contractual penalty does not release the Customer from compliance with this obligation.

14. Governing Law and Jurisdiction

These GTC and any contractual relationships based thereon are governed exclusively by Swiss law, excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising out of or in connection with these GTC is Fribourg (Switzerland) or Zurich.

Severability: Should any provision of these GTC be invalid in whole or in part, the validity of the remaining provisions shall not be affected.