

General Terms and Conditions

T&C

Version: 03.02.2025



LEAN FS

General Terms and Conditions

of Lean Financial Solutions GmbH

1. Scope of Application

- 1.1. These General Terms and Conditions (hereinafter referred to as "T&C") apply to all services provided by Lean Financial Solutions GmbH (hereinafter referred to as "Lean FS").
- 1.2. The T&C in effect at the time of contract conclusion shall apply to every contract, whether concluded orally, in a form verifiable by text, or implicitly agreed upon. These T&C were either published on the Lean FS website at that time or provided to the customer as an attachment to the offer upon request. Lean FS contracts and provides its services exclusively based on its T&C, which may be supplemented by an individual agreement with the customer.
- 1.3. Customer terms and conditions or amendments to the T&C shall only be valid if approved by Lean FS in a form verifiable by text. This also applies in cases where Lean FS does not expressly object to customer terms and conditions after their receipt or notification.
- 1.4. Any reference to Lean FS in the following refers to the business division or unit that has entered into the contract with the customer.
- 1.5. Lean FS does not provide services under the Swiss Financial Services Act (FIDLEG) and is not supervised by FINMA. Accordingly, customers are not subject to the protection of Swiss (or any foreign) financial market regulations.

2. Contract Conclusion

- 2.1. Contracts between Lean FS and its customers are concluded through the respective written offer (or another form verifiable by text) signed by the customer.
- 2.2. In the event of any contradictions between the individual contract with the customer and the T&C, the individual contract shall take precedence.

3. Contract Term

- 3.1. Unless otherwise agreed, the contract with the customer shall enter into force on the date of the customer's signature.

4. Provision of Services

- 4.1. Lean FS provides IT services, which are subject to the law of mandate (Art. 394 et seq. OR). Accordingly, the law on contracts for work and services, including the respective rights of a purchaser, does not apply. The customer is responsible for the successful implementation of a service. Should a service exhibit characteristics of a contract for work and services, all related possible customer rights (e.g., rectification) are excluded to the extent permitted by law.

- 4.2. Lean FS may perform the contractually owed services itself or have them performed wholly or partially by third parties. In such cases, Lean FS shall contractually ensure that third parties maintain at least the same level of data protection as Lean FS.
- 4.3. The services shall be provided, at Lean FS's discretion, either at its business address, in the home office of its employees, or at the customer's premises.
- 4.4. The customer shall provide Lean FS with the necessary instructions regarding service provision and make sufficient information available.
- 4.5. Lean FS undertakes to provide the services for the duration of the contract in accordance with the customer's instructions and the conditions of this agreement.

5. Deadlines

- 5.1. Indications of deadlines for service provision do not constitute fixed or final deadlines within the meaning of Art. 102 para. 2 and Art. 108 OR. They serve merely as guidelines and are not binding for Lean FS.

6. Delivery and Acceptance

- 6.1. No (formal) delivery and acceptance shall take place with respect to the services provided by Lean FS.

7. Billing of Services Based on Time and Material

- 7.1. The billing of Lean FS's services shall be exclusively based on time and material expended. Lean FS shall provide the customer with an invoice at agreed intervals, transparently displaying the incurred costs.
- 7.2. All price indications are exclusive of VAT and any other applicable charges.
- 7.3. Lean FS reserves the right to adjust its prices at any time with a 30-day prior notice. Reasons for such price adjustments include, in particular, technological advancements and potential inflation.
- 7.4. If Lean FS provides price indications for services, these serve solely as guidance for the customer and do not constitute a fixed price, a binding cost cap, or an approximate cost estimate. The estimation of expected service efforts does not include travel time and travel expenses.
- 7.5. Travel time and expenses shall be invoiced separately based on actual costs and are typically not included in the offer. Expenses exceeding CHF 500 shall be submitted to the customer for prior approval.
- 7.6. If the project is prematurely terminated by the customer or Lean FS, the work already performed shall be compensated based on the effort incurred.

8. Payment Terms

- 8.1. Invoices issued by Lean FS shall be payable within 30 days (due date). After this period, the customer is in default without the need for a reminder.

9. Customer Payment Default

- 9.1. If the customer is in default of payment on an invoice issued by Lean FS, Lean FS may suspend service provision and terminate the contract without notice.

10. Customer Cooperation Obligations

- 10.1. The customer shall ensure all necessary conditions within their area of responsibility to enable Lean FS to provide the agreed services.

11. Intellectual Property Rights

- 11.1. All intellectual property created by Lean FS in the course of providing its services remains the property of Lean FS. Upon request, the customer shall receive a non-exclusive, non-transferable, and perpetual right of use.

12. Liability

- 12.1. Lean FS shall only be liable for damages resulting from its services in cases of willful intent or gross negligence. Liability is excluded to the maximum extent permitted by law for indirect damages, consequential damages, pure financial losses such as lost profits, unrealized savings, customer-incurred expenses, third-party claims for recourse, delay damages, data loss or data corruption, auxiliary persons, and costs arising from engaging third parties, as well as for damages the customer could have prevented through reasonable measures such as data backup. Liability for employees and auxiliary persons engaged by Lean FS is excluded pursuant to Art. 101 para. 2 OR.

13. Exclusion of Set-Off

- 13.1. The customer may only set off claims against Lean FS with counterclaims that have been acknowledged by Lean FS in a form verifiable by text or have been legally established by a court ruling.

14. Third-Party Software

- 14.1. The customer must procure any third-party software required for the services directly from the respective manufacturer and conclude the corresponding license agreement directly with the manufacturer. Lean FS may only assist the customer by providing an offer to enter into such an agreement.
- 14.2. Exclusively the license terms of the third-party provider shall apply. The proper licensing of the software and all associated documentation is solely the customer's responsibility.

- 14.3. Lean FS assumes no liability or warranty for third-party software. Any defects and resulting disadvantages or damages are subject exclusively to the terms and conditions of the third-party manufacturer.

15. Confidentiality & Reference Customer

- 15.1. Lean FS and the customer mutually undertake to maintain the confidentiality of all information arising from the contract that pertains to business secrecy. This obligation does not apply to information that is publicly known or becomes public without the recipient's involvement.
- 15.2. The confidentiality obligation remains in force after the termination of the contractual relationship. However, Lean FS is entitled to disclose the fact of its collaboration with the customer in the form of references unless the customer explicitly requests that this information also be subject to Lean FS's confidentiality obligation.

16. Non-Solicitation

- 16.1. The parties undertake not to solicit each other's employees. This obligation remains in effect for the duration of the contract and for two years following its termination. Lean FS reserves the right to claim compensation for any resulting damages.

17. No Exclusivity

- 17.1. A contract between the customer and Lean FS is non-exclusive. The customer may engage other service providers to render the same services as Lean FS. Likewise, Lean FS is free to provide similar services to other customers.

18. No Partnership, No Employment Relationship

- 18.1. The customer and Lean FS do not intend to establish a partnership or employment relationship through the conclusion of a contract.
- 18.2. Lean FS further warrants that it is duly incorporated and registered as an employer with all necessary authorities. All applicable social security contributions, taxes, and levies related to Lean FS's remuneration are accounted for and paid.

19. Data Protection

- 19.1. Lean FS processes personal data in accordance with applicable legal data protection requirements and professional regulations. For further details, reference is made to the Lean FS privacy policy, available at <https://www.lean-fs.ch/data-policy>. Lean FS requires all service providers processing personal data on its behalf to comply with these requirements.
- 19.2. The customer data processed by Lean FS as part of the services shall remain the property of the customer. The customer grants Lean FS the right to process, transfer, store, and disclose customer data solely for the purpose of providing the services, strictly in accordance with this agreement.

- 19.3. Lean FS shall use commercially available and industry-standard security technologies in providing its services. It has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to ensure the security, integrity, and confidentiality of customer data and personal data, protecting them from unauthorized or unlawful disclosure, alteration, or access.
- 19.4. The customer is equally obliged to comply with applicable data protection laws.
- 19.5. The identity and contact details of Lean FS are listed on the website under the imprint section. For data protection-related inquiries, customers may contact Lean FS at dpo@lean-fs.ch. For all other inquiries, customers should contact their usual Lean FS representative.
- 19.6. Any change in the responsible contact person at the customer's end must be promptly communicated to Lean FS.

20. Assignment

- 20.1. Lean FS may transfer concluded contracts or parts thereof, including all rights and obligations, to another company at any time without the customer's consent, thereby fully releasing Lean FS from its obligations.

21. Final Provisions; Governing Law and Jurisdiction

- 21.1. If one or more provisions of this agreement are legally invalid, the remaining provisions shall remain binding. If provisions are wholly or partially invalid, they shall be replaced with provisions that most closely reflect the intended purpose of the invalid provision.
- 21.2. All contracts with Lean FS shall be governed exclusively by Swiss law, excluding conflict-of-law rules. This also applies to matters relating to the formation and post-contractual effects of the agreement. The application of the UN Sales Convention (C.I.S.G.) and other international agreements harmonizing commercial law is expressly excluded.
- 21.3. The exclusive place of jurisdiction shall be the competent court at Lean FS's registered office in Switzerland.



LEAN FS