

General Terms & Conditions for Professional Services

Version v2 · 2026 | Effective: July 2026 | <https://www.thinqist.com/terms/>

These General Terms & Conditions govern the provision of professional services by the Thinqist group company named in the applicable offer or Statement of Work (SOW) (the "Company") to its clients (the "Customer"). Where no company is named, the contracting party is Thinqist GmbH, Appenzell, Switzerland. Version v2 · 2026.

1. Confidentiality

Both parties agree to treat all information received in the course of the engagement as confidential. Confidential information shall not be disclosed to third parties without the prior written consent of the disclosing party, unless required by law. This obligation remains in force for a period of five (5) years after the end of the engagement.

2. Intellectual Property (IP)

All deliverables, including test cases, configurations, scripts, and documentation developed by the Company in the course of this engagement shall remain the intellectual property of the Customer, provided they are created specifically for the Customer. Any tools, templates, methods, or components pre-existing or developed independently by the Company remain the Company's intellectual property. The Customer receives a non-exclusive, non-transferable, perpetual license to use such components within the scope of the project. Ownership of deliverables transfers only upon full payment.

3. Liability and Warranty

The Company shall not be liable for any indirect, incidental, or consequential damages including, but not limited to, loss of profit, data, or business opportunities. The Company warrants that services will be provided with reasonable skill and care, but does not guarantee the achievement of specific outcomes. Total liability shall be limited to the amount paid for the services under this SOW, except in cases of gross negligence or wilful misconduct.

4. Termination

Either party may terminate this agreement by providing thirty (30) calendar days' written notice, effective at the end of a calendar month. In such case, the Customer shall pay for all services rendered up to the effective termination date.

Either party may terminate this agreement with immediate effect for cause if the other party:

- commits a material breach of contract and fails to remedy it within twenty (20) days of receiving written notice, or
- becomes insolvent, enters bankruptcy or liquidation, or otherwise ceases to operate in a manner that affects its contractual obligations.

Fixed-Price Service Packages: If the Customer terminates without cause and the service package has not yet commenced, the Company may charge a cancellation fee of 30% of the total package price. If service delivery has already started, the full package fee remains payable, unless otherwise agreed in writing.

Cost Ceiling Projects: If pricing is based on a cost ceiling ("Kostendach"), the Customer may withdraw from the contract for the services not yet performed if the ceiling must be revised due to unforeseen circumstances.

Termination shall not relieve either party from any obligations incurred prior to the termination date.

5. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the country in which the contracting Thingist company has its registered seat. The courts at the seat of that company shall have exclusive jurisdiction for all disputes arising from or in connection with this Agreement. Where Thingist GmbH (Switzerland) is the contracting party, or where no company is named, this Agreement shall be governed by the laws of Switzerland and the courts of Zurich, Switzerland shall have exclusive jurisdiction.

6. Force Majeure

Neither party shall be liable for failure or delay in performance caused by circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, epidemics, labour strikes, or interruptions in electricity or internet service.

7. Data Protection

Both parties commit to complying with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) where applicable. Customer data shall be processed only for the purpose of delivering the services under this agreement.

8. Subcontracting

The Company may use subcontractors or affiliated partners to deliver parts of the services. The Company remains responsible for the performance of such subcontractors and ensures they are bound to the same confidentiality and data protection standards.

9. Change Management

Changes to the terms, scope, or timeline of this agreement shall only be valid if agreed upon in writing by both parties through a formal Change Order. Verbal agreements shall not be binding.

10. Severability

Should any provision of this Agreement be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid one that comes closest to the intended purpose.

11. Contractual Hierarchy

Unless otherwise agreed in writing, the following order of precedence shall apply: (1) signed individual agreement or Statement of Work (SOW), (2) accepted offer/quotation, (3) these Terms & Conditions, (4) any additional referenced documents.

12. Commercial Terms & Execution

- **Pricing and Invoicing:** A single person-day ("PD") is equivalent to 8 person hours ("PH") of work. Time is recorded and billed in 15-minute increments. On-site services require a minimum of 8 PH and are billed accordingly. Remote services are billed based on actual meeting time in PH. Time spent on meeting preparation, client emails, and client calls is also recorded and billed.
- **Travel Expenses:** Travel costs are not included in the service package fee. On-site expenses will be invoiced based on actual costs unless agreed otherwise.
- **Travel Lead Time:** Travel arrangements for on-site services must be confirmed at least 2 weeks before each engagement.
- **Service Rescheduling:** If the Customer fails to meet its obligations, causing a need to reschedule the delivery date, this is termed a "Delivery Reschedule." The Company will not charge additional fees for a Delivery Reschedule provided there is a minimum of 5 working days' notice. If less notice is given, the Customer may be billed for the planned time and expenses if the Consultant(s) cannot be reassigned.
- **Service Consumption:** The Service Package Fee is pre-discounted and must be fully utilized. It is

capped at the services and fees specified in the Order and cannot be exceeded. Services not used by the end of the Service Package Term will be invoiced to the Customer if not previously paid.

- **Service Change Orders:** Any changes to the service scope, duration, volume, or delivery plan must be documented in a mutually signed Change Order. The Change Order shall specify the effective date, the modified elements of the SOW, and any impact on pricing, timelines, or responsibilities.
- **Service Completion:** Services are considered complete when all services specified in the Agreement have been delivered, the end of the Service Package Term is reached, or the contracted number of PDs for effort-based packages is exhausted.
- **Delivery Conditions:** Services are primarily provided remotely ("Remote") unless the Order specifies otherwise. If "on-site" delivery is specified in the Order, it will occur at the Customer's designated delivery address. This includes provisions for up to four (4) on-site visits, with each visit lasting between two (2) to four (4) consecutive days for one (1) Consultant. Both the location and the duration of these visits may be altered with prior written agreement from both parties. Consultant working hours are from 9 AM to 6 PM in the respective time zones (EST for the Americas; CET for Europe, the Middle East, and Africa), unless an alternative schedule has been agreed upon.
- **Offer Validity:** Unless otherwise stated, any offer is valid for 30 days from issuance. Acceptance beyond this period requires written reconfirmation.

13. Organizational Setup

- **Customer Obligations:** The Customer shall provide all necessary data, documents, infrastructure, network access, and qualified personnel to support the project delivery. This includes system provisioning, configuration, and resolution of technical issues.
- **Licensing:** This Agreement does not cover licenses for Software, which must be obtained by the Customer. It is the Customer's responsibility to ensure that all consultants engaged in delivering the Services have the appropriate Software licenses.
- **Personnel and Partners:** The Company reserves the right to choose its personnel and those from selected partner companies to provide the Services. However, the Company remains the sole contractual entity to the Customer and guarantees that its partner companies comply with agreed terms. The Customer accepts that partner companies may access its systems, and the Company may change personnel as needed.
- **Workshop Participation:** Workshops are limited to 10 participants from the Customer to ensure an effective consultant-to-participant ratio.
- **Customer Roles:** The Customer will appoint a dedicated "Project Manager" and "Subject Matter Experts" to oversee the project. They will manage responsibilities, dependencies, and ensure that processes, standards, and policies impacting the project are communicated and adhered to within the project's timelines.
- **Remote Access:** The Customer shall provide secure and reliable remote access to systems needed for project execution.

14. Non-Solicitation

The Customer agrees not to directly or indirectly solicit or hire any employee of the Company or its affiliates during the term of this agreement and for a period of twelve (12) months following its termination. In case of violation, the Customer shall pay a penalty equal to the gross annual compensation of the hired employee, with a minimum amount of CHF 50,000.

15. Reference Usage

Each party may use the name and logo of the other party for marketing and proposal purposes, subject to compliance with any communicated branding and marketing guidelines and unless explicitly revoked in writing by the other party.

16. General Provisions

- **Assignment:** Neither party may assign or transfer this agreement or any of its rights and obligations to a third party without the prior written consent of the other party.
- **Interpretation:** This agreement shall not be construed against the party drafting it. The headings used are for convenience only and shall not affect interpretation.
- **Renewal of Fixed-Term Agreements:** Fixed-term agreements with a defined contract period (e.g., for support or managed services) shall automatically renew for an equivalent term unless either party provides written notice of non-renewal at least three (3) months prior to the end of the current contract period.

This is version v2 (2026) of our General Terms & Conditions. Where a signed individual agreement or Statement of Work exists, it takes precedence (see section 11, Contractual Hierarchy).