General Terms and Conditions (GTC)

October 2026

1. Scope of Application

These general terms and conditions apply to contracts between fbtq GmbH (hereinafter referred to as "fbtq") and its clients for the services described in the mandate or the offer, unless otherwise expressly agreed or legally required.

2. Scope and Execution of Services

The subject of the contract is the agreed service, not a specific economic success. fbtq undertakes to perform the contractual work with the necessary care. The verification of the correctness, completeness, and regularity of the submitted documents and figures, especially the accounting and balance sheet, is only part of the assignment if this has been expressly agreed upon. If, during the ongoing work, the client requests an extension of the agreed scope of services, the corresponding additional expenses shall be paid separately by the client. Subsequent changes to the scope of services require written confirmation or confirmation in text form (letter or email) by fbtq. fbtq is entitled to involve domestic and foreign employees, qualified third parties, companies, and other external assistants, whether domestic or foreign, in the provision of its services as deemed useful or necessary. fbtq remains responsible for the contractual provision of services by the involved third parties. If the involvement of a third party is in the interest or on behalf of the client, fbtq is only liable for the careful selection, instruction, and supervision. fbtq shall pass on all obligations arising from the contractual relationship to the involved third party.

3. Client’s Duty of Disclosure

The client is obliged to submit to fbtq, even without special request, all documents required for the fulfilment of the contract in a timely manner and to inform it of all processes and circumstances that may be of significance for the provision of the service. This also applies to documents, processes, and circumstances that only become known during fbtq's engagement.

4. Safeguarding Independence

The client undertakes to refrain from anything that could compromise the independence of fbtq employees. This applies particularly to offers of employment and offers to assume assignments on their own account.

5. Reporting and Oral Statements

If fbtq is required to present the results of its work in writing, only the written version shall be authoritative. All reports, expert opinions, results of investigations, etc., will be provided in writing unless otherwise agreed. Oral statements and information provided by fbtq employees outside the agreed scope of services are always non-binding.

6. Industrial Property Rights / Rights of Use

To the extent that copyright or other industrial property rights exist in the work results created by fbtq for the client, in the materials provided to the client, in the know-how, evaluations, and/or software programs, these rights remain with fbtq. The client is granted non-transferable and non-exclusive rights of use, for an unlimited period, for personal use only. Any extension of usage rights to third parties (including companies affiliated with the client) requires the express consent of fbtq. fbtq is entitled to freely use ideas, concepts, methods, and techniques—including the know-how acquired—employed in the performance of the contract, for other purposes. Confidentiality regarding the client’s confidential data and documents is ensured in all cases. If, contrary to expectations, claims are made against fbtq due to alleged infringement of intellectual property rights, fbtq shall be entitled to terminate the client's right of use without notice. In such a case, the client is entitled to a refund of the fees paid to fbtq for the respective service. Any other or further liability of fbtq is excluded.

7. Dissemination of Professional Statements / Advertising

The dissemination of professional statements made by fbtq to third parties requires the written consent of fbtq, unless the content of the contract already implies consent to disclosure to specific third parties. The use of a contractual partner’s logo or company name, as well as professional statements or the existence of the contractual relationship for advertising purposes, requires the express written consent of fbtq.

8. Liability and Warranty

In connection with the services provided by fbtq and its recommendations, the client acknowledges that such recommendations are based on fbtq’s experience and on information provided by the client, including about their business and the relevant market. Statements regarding expectations, forecasts, or recommendations made by fbtq do not constitute guarantees. The value of such services depends, among other things, on the effective cooperation and implementation by the client and their employees. fbtq is not liable to the client for damages that arise without fault or as a result of slight negligence by the client. fbtq is also not liable for the accuracy, completeness, or compliance of the documents provided or transferred by the client. fbtq is responsible for the diligent fulfilment of its contractual obligations and is liable for direct damages arising therefrom that it causes intentionally or through gross negligence. Otherwise—particularly in cases of slight negligence, as well as for indirect damages, consequential damages, and lost profits—liability is excluded. The same limitations of liability apply to fbtq partners and employees, as well as to third parties engaged by fbtq.

9. Retention and Handover of Work Results and Working Files

fbtq retains working files for ten years. However, this obligation ceases prior to the end of this period if fbtq has handed over the files at the request of the client or if fbtq has requested in writing that the client collect the files and the client does not comply within three months of receiving the request. Working files include all documents that fbtq has received from or for the client in connection with its professional activity.

10. Default of Acceptance, Insufficient Cooperation by the Client or Third Parties Appointed by the Client

If the production of a specific work result has been agreed upon in writing in the contract or offer, and the client or a third party appointed by the client delays acceptance of the service offered by fbtq or fails to cooperate as required by clause 3 or otherwise, fbtq is entitled to terminate the contract without notice. This does not affect fbtq's right to compensation for additional expenses or damages caused by the delay or lack of cooperation. In particular, this includes any additional work caused by the client's or third party's inaction.

11. Remuneration

Unless otherwise agreed in writing, billing is based on the actual hours worked and the applicable hourly rates of the involved employees. fbtq may demand reasonable advances on fees and reimbursement of expenses and may make the provision of its services conditional upon full satisfaction of its claims. Multiple clients are jointly and severally liable. Offsetting against fbtq's claims is only permitted with undisputed or legally established claims. fbtq will prepare monthly invoices unless agreed otherwise. fbtq is entitled to reimbursement of its actual expenses in addition to its fee. Unless agreed otherwise, invoices (including VAT) plus a 3.5% expense flat rate must be paid within 15 days of receipt. Payments must be made in Swiss francs unless otherwise agreed. fbtq is entitled to adjust its hourly rates in line with inflation (based on the Swiss Consumer Price Index).

12. Termination of the Contractual Relationship

If a project is in a phase that primarily involves consulting and planning activities or no specific work result has been agreed upon, either party may terminate the contract in writing at any time without notice. Upon early termination, the accrued fees based on actual hours worked and the applicable hourly rates, plus any additional costs and proportional success fees, become due. If termination occurs at an inopportune time, the terminating party is liable for damages caused to the other party. This applies in particular to damages incurred by fbtq due to the involvement of third parties. In all other cases not covered by the above paragraph, the client may terminate the contract before the agreed service is provided, with full indemnification of fbtq and by observing a 30-day notice period in writing. If fbtq terminates the contract in writing before providing the agreed service and with 30 days' notice, the client must accept the completed portion of the service and pay the accrued fees based on actual hours worked and the applicable rates plus other costs, provided the completed portion is usable. If a circumstance arises that makes it unreasonable for fbtq to execute the contract, fbtq may terminate the contract immediately and in writing. If the cause of this circumstance does not lie with fbtq, the client must fully indemnify fbtq in case of termination.

13. Cooperation with fbtq L.L.C.

The client's contracting party is fbtq GmbH. To assist in providing the agreed services, it engages fbtq L.L.C., based in Pristina, Kosovo. fbtq LLC employs the staff working there, who perform administrative and bookkeeping tasks for fbtq GmbH's clients on its behalf and in accordance with its instructions. Engaging fbtq LLC in this manner does not create a separate contractual relationship between the client and fbtq LLC.

The employees of fbtq LLC are integrated into fbtq GmbH's workflows and IT systems. To the extent necessary to perform their duties, they are granted access to the relevant client documents and data. Such documents and data may be processed solely for the assigned tasks and in accordance with fbtq GmbH's instructions.

The employees of fbtq LLC are contractually bound by confidentiality obligations and must comply with the internal data protection policies. Their acknowledgment and acceptance of these policies must be confirmed annually. The processing of personal data and access from Kosovo must additionally comply with the statutory requirements governing processing on behalf of another party and the disclosure of personal data abroad. Further information is provided in fbtq GmbH's privacy policy.

The provisions of clauses 2 and 8 apply to the engagement of fbtq LLC and the contractual responsibility of fbtq GmbH. The provisions concerning data protection, electronic communication and data security in clauses 15 and 16 remain applicable.

14. Archiving of Documents and Data

The client is responsible for archiving their own documents and data in accordance with applicable legal requirements, particularly regarding tax and accounting retention obligations. fbtq GmbH assumes no responsibility for archiving documents handed over to the client unless explicitly agreed in writing.

15. Data Protection

fbtq and third parties engaged by it comply with applicable data protection laws when handling personal and client data. The applicable data protection policy of fbtq GmbH is published on its website.

16. Electronic Communication and Data Security

Communication via email, mobile phone, or web applications involves risks such as access by unauthorized persons, tampering, or data loss. These risks can be reduced through encryption. fbtq endeavours to process emails in a timely manner but cannot guarantee timely processing due to technical or operational delays. Emails to fbtq do not constitute valid notice of deadlines. The sender must request confirmation of receipt.

In providing its services, fbtq may use external IT service providers and cloud providers with servers in Switzerland or abroad, which may involve data security risks. The client is responsible for informing fbtq of any specific security requirements.

Unless instructed otherwise in writing, the client authorizes fbtq to communicate electronically, including unencrypted, despite being aware of the associated risks. Such instructions may be changed by the client at any time, but must be provided to fbtq in writing to avoid ambiguity.

The third-party services listed below may be used for data exchange, processing and storage. Use of these or other services is subject to the respective provider's terms of use and privacy policy.

1PASSWORD AgileBits Inc. 4711 Yonge St, 10th Floor, Toronto, Ontario, M2N 6K8 (Canada) https://1password.com/legal/privacy/

APPLE Apple Inc. One Apple Park Way Cupertino, CA 95014 (USA) https://www.apple.com/legal/privacy/

AUMICO aumico AG Grubenstrasse 6 8045 Zürich (Schweiz) https://www.aumico.io/data-protection

BEXIO bexio AG Alte Jonastrasse 24 8640 Rapperswil (Schweiz) https://www.bexio.com/en-CH/policies

CHATGPT OpenAI Ireland Limited 1st Floor, The Liffey Trust Centre 117–126 Sheriff Street Upper Dublin 1, D01 YC43 (Irland) https://openai.com/policies/eu-privacy-policy/

CLAUDE Anthropic Ireland, Limited 6th Floor, South Bank House Barrow Street Dublin 4, D04 TR29 (Irland) https://www.anthropic.com/legal/privacy

CLOCKIFY cake.com (Clockify 2100 Geng Rd STE 210, Palo Alto, CA 94303 (USA) https://cake.com/privacy

ePOST ePost Service AG Wilhelmshöhe 1 6003 Luzern (Schweiz) https://www.epost.ch/de-ch/richtlinien

FIRM-IT Firm-it solutions GmbH Oberdorfstrasse 12 8853 Lachen SZ (Schweiz) https://www.firm-it.ch/agb

IFONTE Ufficio Delle Imposte Alla Fonte E Del Bollo (iFonte) Via Franco Zorzi 36 6500 Bellinzona (Schweiz) https://www4.ti.ch/tich/informazioni-legali/informazioni-legali

GOOGLE Google LLC (incl. Gemini) 1600 Amphitheatre Parkway Mountain View, CA 94043 (USA) https://policies.google.com/privacy

KONTERA bexio AG Alte Jonastrasse 24 8640 Rapperswil SG (Schweiz) https://kontera.ch/legal/docs/privacy/

MICROSOFT incl. Copilot, Power Automate, etc. Microsoft Schweiz GmbH The Circle 02, Postfach 8058 Zürich (Schweiz) https://privacy.microsoft.com/de-de/privacystatement

DROPBOX Dropbox Inc. 333 Brannan St. San Francisco CA-94107 (USA) https://www.dropbox.com/privacy

PEAX PEAX AG Landenbergstrasse 39 6005 Luzern (Schweiz) https://peax.ch/datenschutz

SWISSDEC/ELM Swissdec lab / Verein Swissdec Fluhmattstrasse 1 6004 Luzern (Schweiz) https://www.swissdec.ch/dataprotection https://www.bfs.admin.ch/bfs/de/home/grundlagen/elm.html

17. Applicable Law and Jurisdiction

All agreements and legal relationships between the parties subject to these general terms and conditions are governed exclusively by Swiss law, excluding any applicable international treaties. For all disputes arising in connection with such agreements or legal relationships, the place of jurisdiction shall be the domicile or branch office of fbtq.

Zurich, October 2026