

General Terms and Conditions

The present General Terms and Conditions apply to all advisory services provided by Mannhart & Fehr Treuhand AG ("m&F") for its clients, unless otherwise provided for in specific cases by mandatory statutory provisions (particularly provisions pertaining to audit activities prescribed by law) or the parties explicitly agree otherwise in writing. The general terms and conditions pertaining to the "AbaWebTreuhand" service apply as an integral component of the present General Terms and Conditions in relation to "AbaWebTreuhand" services. Upon the assignment of the engagement by the client, either verbally or in writing, the General Terms and Conditions are deemed to have been read and understood, and their contents accepted.

1. General content of the contract

- 1.1 The subject matter of the contract is the work agreed on in each specific case that is to be carried out by m&F and is not a guarantee for the occurrence of any outcomes, economic or otherwise. The handover of certain work outputs notwithstanding, this is why m&F also cannot issue any statements in the form of expectations, forecasts or recommendations that constitute a guarantee with respect to the occurrence of corresponding circumstances.
- 1.2 Deadlines are considered general targets unless they are explicitly agreed on as binding commitments.
- 1.3 Appraisals, opinions, presentations and the like are only binding if they are signed with legally binding effect. The binding nature of other work outputs must be recorded in the same way, in a corresponding letter of completion. Interim reports and provisional work outputs, the draft-like nature of which is either explicitly stated or implied by the circumstances, may differ significantly from the final result and are therefore not binding.
- 1.4 m&F may engage suitable third parties to provide its services.
- 1.5 m&F generally provides its services at its offices. If the services are provided outside m&F's offices, compensation must be paid for the travel expenses and the journey times of the employees in question on the basis of the customary hourly rate.
- 1.6 Subsequent changes to the services will entail a suitable adjustment of the agreed fee.

2. Cooperation of the client

- 2.1 Without being specifically requested to do so, the client must provide m&F with all information and documentation necessary for the proper provision of the services. m&F may reasonably assume that the documents and information provided, as well as any instructions that are issued, are accurate and complete.

3. Sharing information

- 3.1 The parties undertake to maintain secrecy with respect to all confidential information that comes to their knowledge as a result of or in connection with the receipt or provision of services as part of the execution of the contractual relationship. All data regarding facts, methods and information that are not generally known or publicly accessible, at least in their exact application as part of the execution of the contractual relationship, must be considered confidential. This does not apply to the distribution of confidential information for the purpose of the necessary protection of legitimate interests, provided the third parties in question are subject to an equivalent obligation to maintain secrecy. The obligation to maintain secrecy persists even after the contractual relationship has been terminated. The above obligation does not prevent m&F from fulfilling the same or similar mandates for other clients, subject to the observation of secrecy.
- 3.2 The parties may use electronic media such as telephony, faxes and emails for their communications in connection with the execution of the contractual relationship. When data is transmitted by electronic means, it can be intercepted, destroyed, manipulated or otherwise negatively affected, lost for some other reason, delayed or arrive incomplete. Each party is therefore responsible for taking adequate precautions to ensure the error-free transmission or receipt of data and to identify substantive or technical defects.

- 3.3 m&F may process the information provided to it, including clients' personal data, using its IT systems or have such information processed by third parties. This also makes said information available to persons who carry out system support or monitoring functions in connection with such processing. m&F will ensure that the persons in question are also obliged to maintain secrecy by obtaining a written confidentiality agreement from them.

4. Industrial property and utilisation rights

- 4.1 All industrial property rights, such as intellectual property and licensing rights, to the documents, products or other work outputs created by m&F in connection with the execution of the contractual relationship as well as the know-how developed or used in the process are the exclusive property of m&F, irrespective of any collaboration between m&F and the client.
- 4.2 m&F grants the client a non-exclusive and non-transferable right to the exclusive and indefinite use of the documents, products and other work outputs provided to it, including the corresponding know-how.
- 4.3 The client may only distribute documents, products and other work outputs, or parts of the same, and individual professional statements to third parties with m&F's explicit, written consent.
- 4.4 The client will refrain from altering the documents provided to it by m&F, including binding reports in particular. The same applies to products and other work outputs unless they are specifically intended for further processing by the client.
- 4.5 Reference may only be made to the contractual relationship between the parties, particularly in connection with marketing or as a reference, with the mutual consent of both parties.

5. Storing and releasing work outputs and files

- 5.1 m&F may destroy all files ten years after the mandate has ended, without asking in advance. This obligation lapses sooner if m&F has written to the client to ask it to take receipt of the files and the client has not responded to this request within three months of receiving it.
- 5.2 Such files include all documents that m&F holds from the client or for the client in connection with its professional activities. m&F may withhold files that are the property of the client until the fee has been paid in full.
- 5.3 m&F may store files in an electronic format, subject to compliance with Art. 9 GeBüV.

6. Fees and expenses

- 6.1 In the absence of an explicit agreement, m&F's fee is determined based on the rules of conduct of TREUHAND|SUISSE or the recommendations of EXPERTsuisse.
- 6.2 In addition to its claim to a fee, m&F has a claim to the reimbursement of any expenses and third-party fees incurred. If m&F engages third parties to provide its services, the client undertakes to settle the fees and expenses incurred by said third parties directly on request and release m&F from any obligations that have been entered into.
- 6.3 Quotes are based on estimates of the amount of work required and are prepared on the basis of the information provided by the client. They are therefore not binding with respect to the definitive calculation of the fee. Quotes and other information regarding fees or expenses exclude VAT.
- 6.4 m&F may demand appropriate down payments on fees and expenses, and issue isolated or regular partial invoices for work already carried out and expenses already incurred. In the event that a down payment is demanded or a partial invoice is issued, it may make the ongoing performance of work dependent on the full payment of the amounts demanded.

m&F's fee invoices include the following ancillary expenses:

- Travel costs
- Telephone charges and postage
- Office supplies

CHF 0.70/km is charged per kilometre travelled by car. All other expenses are charged to the client on the basis of the actual amounts incurred.

- 6.5 Invoices for fees and expenses must be paid into the account specified by m&F within 30 days, unless other terms and conditions of payment have been agreed in writing.
- 6.6 If the invoice total has not been paid in full by the ordinary deadline (or a deadline that has been agreed in writing), a payment reminder will be sent out. In the event of a second reminder, the client accepts a collection charge of CHF 35.00 (excluding VAT) per reminder, plus interest amounting to 5% of the invoice total. Debt enforcement proceedings will be instituted if the second reminder does not elicit a response. All expenses incurred as a result will be charged to the client. An additional handling fee of CHF 250.00 (excluding VAT) will also be charged.

7. Liability

- 7.1 m&F is liable for any violation of its obligations that was intentional or due to gross negligence, but not for violations due to slight negligence. To the extent permitted by law, its liability for violations of its obligations due to gross negligence is limited to three times the fee for the mandate in question.

8. Warranty

- 8.1 If the provision of a product or service has been agreed on pursuant to Art. 363 OR, the client is entitled to have any defects remedied by m&F. If remedial measures fail, the client may demand a reduction in the fee or withdraw from the agreement. Section 7 applies in the event of more extensive claims for damages.
- 8.2 Upon the provision of the product or service to the client, m&F will declare the completion of the product or service. Explicit or implicit acceptance, i.e. failure to register a complaint within ten working days of m&F providing the product or service, releases m&F from its liability unless a hidden defect becomes apparent at a later date.
- 8.3 Defects that are hidden when the product or service is provided and only become apparent at a later date must be reported by the client within five working days of the client becoming aware of them. Otherwise, the client's acceptance is assumed.

9. Dissolution of the contract and its consequences

- 9.1 The mandate ends when the agreed services have been completed, the agreed term comes to an end or it is revoked.
- 9.2 A mandate awarded indefinitely may be revoked in writing at any time. Revoking the mandate prematurely results in an obligation to pay compensation for damages.
- 9.3 If the mandate is revoked by m&F, any work that is necessary and cannot be postponed must still be carried out in order to avoid any damages on the part of the client.
- 9.4 The client must pay for the services provided prior to the termination of the contract on the basis of the effective number of hours worked and the applicable hourly rates, plus any expenses incurred. The client must also hold m&F entirely harmless.
- 9.5 m&F must keep internal files relating to the mandate for ten years. The same applies to electronic data, provided it can be kept in a contemporary, readable format without additional effort. However, the client does not have any legal entitlement to such archiving by m&F. It is hereby agreed that the client has sole responsibility for compliance with statutory archiving obligations.
- 9.6 When the mandate is terminated, m&F may charge the client a single, fixed amount of CHF 250.00 (excluding VAT) for the infrastructure expenses incurred as a result of the termination. This does not apply if m&F terminates the mandate itself.
- 9.7 If the client relinquishes files to m&F that are subject to the statutory archiving requirement, either on the basis of explicit instructions or by failing to collect them despite being requested to do so twice, m&F may charge the client a single, fixed amount of CHF 2,500.00 (excluding VAT) for ensuring compliance with the statutory archiving requirement.

10. Miscellaneous

- 10.1 m&F may unilaterally alter the General Terms and Conditions and put them into force with binding effect for the client by uploading the updated version to its home page and sending it out via its newsletter, provided the client does not object in writing or by email within 30 days.
- 10.2 The present agreement is governed by Swiss law.
- 10.3 The courts of **Schaffhausen** have jurisdiction over all disputes arising from this mandate, unless mandatory statutory provisions assign exclusive jurisdiction to a different court.

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