



Valid from 1 February 2024

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### 1. Scope

The present General Terms and Conditions («GTC») apply to all services rendered in the form of consulting, project management, the compiling of expert reports and other activities of Treuhand- und Revisionsgesellschaft Mattig-Suter and Partners (hereinafter «MSuP») carried out on behalf of its clients, unless such services are otherwise prescribed under law (particularly concerning executing statutorily prescribed auditing activities), or have otherwise been explicitly agreed upon in writing between the client and MSuP (together the «Parties»). In particular, these provisions also apply to the services and mandates of attorneys and notaries employed by MSuP.

If MSuP acts on your behalf beyond the scope of the agreed services and no separate contract is concluded between the parties in this respect, the provisions of these GTCs will also apply to the provision of such services.

### 2. General Content of the Agreement

2.1 MSuP and you agree on an individual scope of activities outlined in an order or offer form. The individually agreed services and the present GTCs constitute the agreement between the Parties (the «Agreement»). MSuP does not guarantee the occurrence of specific economic or other consequences. Therefore, MSuP cannot issue any declarations, including but not limited to expectations, forecasts or recommendations that may amount to a guarantee. Notwithstanding the foregoing, MSuP leaves the work products for the disposal of its clients.

2.2 Deadlines or time indications are only estimates unless MSuP has explicitly agreed in writing to the time indications being a binding assurance.

2.3 Expert reports, statements, presentations and similar documents will be binding once they are duly signed by one or two persons authorised to sign according to the applicable law. For other work products, MSuP may also declare a document binding by stating this in the corresponding letter of completion and having it signed by one or



two persons with signatory powers. Interim reports and preliminary work products explicitly described as drafts or intended as such inferred from the circumstances may differ considerably from the final work product and are therefore not legally binding.

2.4 MSuP may use the services of suitable third parties to perform its services.

2.5 Subsequent amendments to the content of the scope of service rendered are subject to a reasonable adjustment in the agreed fee.

### **3. Collaboration of the Client**

Without explicitly requesting it, clients must without any undue delay provide MSuP with all information and documents necessary to accurately perform its services under the Agreement. MSuP assumes that all documents, information and resulting instructions are correct and complete.

### **4. Exchange of Information**

4.1 The Parties undertake to maintain secrecy with respect to all confidential information to which they become privy regarding or in connection with the Agreement. Confidential information is any information relating to facts, methods and knowledge disclosed by one Party to the other Party, which was not generally known nor publicly accessible but has been disclosed in the course of rendering the contractual services to the non-disclosing Party. Notwithstanding the foregoing, MSuP may forward confidential information to a third party to protect its own interest, in so far as such third-party is also subject to an equivalent duty to maintain secrecy. The confidentiality obligation remains in force beyond the duration of the Agreement. The confidentiality obligation does not prevent MSuP from entering into identical or similar contracts with other clients, providing that the client's confidential information is kept confidential. Also, a Party may disclose confidential information if it is required to do so by law or if it is ordered to do so by a court or a governmental authority. Subject to regulatory restrictions, the disclosing Party must inform the other Party of the disclosure obligation prior to the disclosure of information.

The client acknowledges and approves the internal processing of all confidential information by other persons employed by MSuP within the scope of the Agreement. The client acknowledges and expressly approves that all confidential and other information made available to the attorneys and notary personnel at MSuP is also accessible to all other employees at MSuP within the scope of the Agreement. With this in mind, the client waives professional secrecy towards the attorneys and notaries within the framework of the internal processing of its confidential and other information by the attorneys and notaries at MSuP.

4.2 For communication purposes, the Parties may use electronic media such as telephone and email. When transferring data electronically, the client understands that data can be intercepted, destroyed, manipulated or otherwise negatively interfered with and can, for other reasons, be lost, delayed or may arrive incomplete. Each Party is, therefore, responsible for taking reasonable precautions to ensure the error-free transmission or receipt of data and knows how to recognise contextually or technically defective elements.



If required, MSuP provides personal portal access to exchange information or documents. The client portal is operated on the company's IT infrastructure on the premises of MSuP. It is solely intended to transfer data and not as a permanent data storage facility. The client must report necessary adjustments of access authorisations to MSuP (e.g. personnel departures at the customer's premises).

4.3 MSuP may electronically process the information it has received, in particular relating to the client's personal data, and/or have such data processed by third parties as set out in Appendix. Hence, personnel tasked with system administration and control functions may also have access to the information. MSuP contractually ensures that the corresponding persons are subject to a confidentiality obligation and that these persons comply with the applicable data protection law.

4.4 MSuP may disclose confidential information and personal data to its partner companies to fulfil its obligations under the Agreement. Partner companies are all entities that, according to Appendix, belong to the MSuP group. Partner companies must treat all data they have received confidentially. MSuP processes and secures the received data at all times in line with the Agreement. Subject to the third parties defined in the Appendix, MSuP will not transfer any data to third parties without the client's consent. If MSuP is subject to the law of the EU, its member states or a non-EU member state that requires it or if a governmental authority directly requires it to further process data, MSuP will inform the client about these legal requirements prior to processing unless MSuP is prohibited from disclosing its obligation to the client.

## **5. Data Protection**

5.1 MSuP processes personal data exclusively for contractually agreed purposes and in accordance with Swiss data protection law. MSuP implements adequate technical and organisational privacy measures during processing, which limit the disclosure of personal data.

5.2 Independent of each other, both Parties must comply with the applicable data protection law and, in particular, their information obligations.

5.3 MSuP cooperates with the third parties listed in Appendix to provide its services. When doing so, MSuP concludes a data protection agreement with these third parties.

5.4 Partner companies of MSuP are not considered third parties. Partner companies must comply with the same level of data protection as MSuP when processing personal data.

5.5 MSuP shall only disclose personal data abroad if the Federal Council has determined that the legislation of the state in question or the international body guarantees adequate data protection. In the absence of such a decision, MSuP may nevertheless disclose personal data abroad if, for example:

- i. EU standard contractual clauses have been concluded;
- ii. binding corporate rules, which have been approved in advance by the Federal Data Protection and Information Commissioner (FDPIC) or by a data protection authority of a country that can ensure adequate data protection, are implemented;



iii. another mechanism has been implemented for the transfer of personal data abroad, which has been approved by the FDPIC or by an authority competent for data protection in a State that can ensure adequate data protection.

5.6 The person responsible for the mandate at MSuP serves as the contact point for the MSuP internal data protection team. The contact information will be provided in writing, usually on the order confirmation or offer.

## **6. Trademark Rights and Rights of Use**

6.1 MSuP owns all intellectual property rights, such as intellectual property and licensing rights relating to the documents, products or other work products belonging to MSuP as well as the expertise developed or applied in the course of fulfilling the Agreement, irrespective of the nature of the collaboration between MSuP and the client.

6.2 MSuP may grant the client a permanent, non-exclusive and non-transferable right of use for each of the documents, products and other work products, including the relevant expertise, solely for the client's personal use for a determined period.

6.3 The forwarding of documents, products or other work products or parts thereof and individual specialist statements to third parties by the client is only permitted with the prior written consent of MSuP.

6.4 The client is not permitted to amend documents transferred to the client by MSuP, in particular, any legally binding reports. The same applies to products and other work products if they do not need to be processed or edited further by the client.

6.5 A reference to the existence of the contractual relationship between the Parties, in particular for advertising purposes or as a reference, is only permitted with the consent of the other Party.

## **7. Fees and Expenses**

7.1 MSuP determines its fees based on the hourly rates corresponding to each staff functional level and the degree of difficulty of the work.

7.2 Daily allowances and other expenses (such as copies or shipping) are not included in the fee, and they will be invoiced to the client at the actual costs or rates typical for the sector if not otherwise agreed in the order confirmation. If MSuP works with third-party service providers to fulfil the Agreement, the clients will directly settle such claims. The client defends, indemnifies and holds MSuP harmless against third-party service provider claims.

7.3 Cost estimates are based on estimates of the extent of the activities required and are drawn up based on details presented by the client. Such cost estimates are, therefore, not binding in the final calculation of fees. Cost estimates and other specifications of fees or expenses do not include value-added tax.

7.4 MSuP may demand reasonable advance payments of fees and expenses and issue single or regular interim invoices for services rendered and expenses incurred. If an advance payment is requested or an interim invoice is issued, the provision of further services may depend on the client fully paying the amount due.



7.5 Invoices must be paid within 30 days to the account number provided by MSuP.

## **8. Liability**

MSuP is only liable for any wilful or grossly negligent breach of its obligations under the Agreement. To the extent permitted by law, the liability of MSuP is limited to three times the annual fee under the Agreement in case of a negligent breach of obligations.

## **9. Warranty**

If a product has been produced within the meaning of Article 363 of the Swiss Code of Obligations as applicable from time to time, the client may have any defect rectified by MSuP. Should the improvement fail to remedy the situation, the client may demand a reduction of fees or withdraw from the Agreement. Furthermore, in so far as claims for damages arise, section 8 will apply.

## **10. Termination of the Agreement and its Consequences**

10.1 Each Party may terminate the Agreement at any time in writing with immediate effect or per a specific date (giving notice).

10.2 If the Agreement is terminated by giving notice, the client will be liable to pay for the services rendered up to the time of termination, based on the number of hours worked at the respective hourly rate, plus any expenses incurred. In addition, the client fully indemnifies MSuP.

10.3 If a Party gives notice at an inopportune time, the Party giving notice must compensate the other Party for damages. The claim for damages may be made together with the claim for fees based on the number of hours worked at the respective hourly rate plus any expenses incurred.

10.4 In the event of an extraordinary termination because of a breach of the Agreement, the breaching Party must compensate the non-breaching Party. The non-breaching Party may claim compensation (damages) and a claim for fees based on the number of hours worked at the respective hourly rate plus any expenses incurred.

## **11. Miscellaneous**

11.1 The Parties may not assign or transfer the rights and obligations under this Agreement without the prior consent of the other Party.

11.2 All amendments to these GTC by the client must be made in writing to be legally effective. This also applies to any waiver of this written form requirement. MSuP may unilaterally amend these GTCs. Subject to Appendix, MSuP shall inform the client of any unilateral amendments. If the client does not object to the amended GTC within ten calendar days of receipt of the information, the amended GTC shall be deemed to be accepted.



11.3 If any provision or part of a provision in the Agreement is declared void, illegal or ineffective by a court or competent authority, this shall not affect the other provisions of the Agreement. Such other provisions shall remain binding and applicable. The void, illegal or ineffective provision shall be replaced by a provision which comes as close as possible to the economic purpose pursued by the earlier provision.

## **12. Applicable law and jurisdiction**

12.1 The Agreement is subject to Swiss law without giving effect to conflict of law principles or the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).

12.2 All disputes arising from or relating to the Agreement shall be resolved in the competent court at the seat of MSuP in Schwyz.