

General Terms and Conditions (GTC) of swisspartners Xperts AG, Zurich

Version 01.2025

1. Scope of Application

These General Terms and Conditions ("GTC") apply to all current and future services and contracts (oral and written) offered and concluded by swisspartners Xperts AG for its clients. The engagement agreement and these GTC form the contractual basis for the provision of services by swisspartners Xperts AG to the client. The parties may agree on provisions in the engagement agreement that deviate from these GTC. In case of contradictions, the provisions in the engagement agreement take precedence over these GTC. The client's general terms and conditions do not become part of the contract.

2. Basis of Business Relationships

The subject of the contract is the activities agreed upon in each individual case in the engagement agreement and to be carried out by swisspartners Xperts AG. An assignment may also exist if neither an engagement agreement nor a written instruction from the client exists, i.e., only an oral request for clarification of facts. The submission of documents, e.g., for tax or accounting processing without explicit client instruction, also constitutes an assignment. In these cases, these GTC form the contractual basis for the provision of services by swisspartners Xperts AG to the client. swisspartners Xperts AG does not guarantee or warrant the occurrence of specific economic events or outcomes, even if it provides advisory support to the client. Therefore, regardless of the provision of certain work results, swisspartners Xperts AG cannot make binding statements in the form of expectations, forecasts, or recommendations regarding the occurrence of specific results. Unless deadlines are expressly agreed as binding assurances, they are considered general targets. Expert opinions, statements, presentations, and the like are only binding with their legally valid signature. Interim reports and preliminary work results, whose draft character is expressly stated or results from the circumstances, may differ significantly from the final result and are therefore not binding. swisspartners Xperts AG may use suitable third parties to provide services; these are also subject to an appropriate duty of confidentiality (analogous to Section 8). Subsequent changes to services may result in an adjustment of the fee.

3. Client Cooperation

All information and documents required for the proper provision of services must be provided by the client unsolicited and in a timely manner in the agreed form to swisspartners Xperts AG. swisspartners Xperts AG may assume that the documents and information provided are correct and complete. Documents and information provided will not be checked by swisspartners Xperts AG for accuracy and legality.

4. Involvement of Third Parties

swisspartners Xperts AG is entitled, after prior consultation with the client, to involve external consultants, auditors, lawyers, experts, and other external assistants. Unless expressly agreed otherwise, corresponding assignments are given in the name and for the account of the client.

5. Digital Information Exchange

The parties may use electronic solutions (email, communication platforms, cloud services, etc.) for the processing of their services and communication. During electronic transmission and storage, data may be intercepted, destroyed, manipulated, or otherwise adversely affected, as well as lost for other reasons, and may arrive late or incomplete. Each party is therefore responsible for taking appropriate precautions to ensure error-free transmission, receipt, and storage, as well as to detect content or technical defects. swisspartners Xperts AG maintains appropriate technical and organizational security measures according to the current state of the art to ensure the confidentiality, availability, and integrity of the data as best as possible. swisspartners Xperts AG is free to obtain such services from professional third-party providers. swisspartners Xperts AG may provide the client with third-party software. The conditions are governed exclusively by the provider's specifications. If agreed, swisspartners Xperts AG ensures that the software is maintained and updated according to the provider's requirements. The client acknowledges that the third-party provider may have access to their data as part of maintenance, which is also subject to an appropriate duty of confidentiality. swisspartners Xperts AG may charge a usage fee for its IT services or pass on third-party fees. If swisspartners Xperts AG transmits data on behalf of the client via electronic portals or in a similar manner to third parties or authorities, the client remains responsible for the content of this data. In all these applications, swisspartners Xperts AG ensures careful fulfillment of its obligations and compliance with applicable legal requirements. However, it cannot assume responsibility for the absolute protection of data and data transmission. The risks of digital information exchange can be reduced by encrypted transmission, e.g., by encrypting emails and their attachments or using a delivery platform. If information may only be transmitted electronically in encrypted form as part of the assignment, this must be explicitly regulated in the engagement agreement.

6. Data Protection

swisspartners Xperts AG and the client undertake to comply with applicable data protection regulations. The client authorizes swisspartners Xperts AG to process the personal data provided by them for all purposes related to contract fulfillment and, if necessary, to disclose it to third parties abroad. The client only provides swisspartners Xperts AG with third-party personal data if authorized to do so and if the data is correct. In particular, the client fulfills their information obligations towards data subjects and obtains any necessary consents in advance. These must be presented to swisspartners Xperts AG upon request. Otherwise, the processing of personal data is carried out in accordance with the currently valid privacy policy available at swisspartners Group AG. Where swisspartners Xperts AG provides services to clients as a processor, the provisions of the data processing agreement swisspartners Xperts AG ("AVV XPERTS") also apply (e.g., payroll and HR administration). The AVV XPERTS forms an integral part of the respective engagement agreement in this case. In the event of contradictions between the engagement agreement and the AVV XPERTS, the latter takes precedence. The client expressly declares that they agree to the described processing of personal data and are aware of their associated rights and obligations.

7. Intellectual Property and Usage Rights

All copyrights and usage rights to all documents, products, or other work results created by swisspartners Xperts AG, as well as the know-how developed or used in the process, remain with swisspartners Xperts AG. Upon full payment of the fee, swisspartners Xperts AG grants the client a perpetual, non-exclusive, and non-transferable right of use for their own use to the documents, products, and other work results provided, including the associated know-how. The transfer of documents, products, and other work results or parts thereof, as well as individual professional statements by the client to third parties, is only permitted with the prior express written consent of swisspartners Xperts AG or if the right to transfer arises from the circumstances. The client may only use the documents provided by swisspartners Xperts AG, in particular binding reports, in their unaltered state or, if authorized, pass them on. The same applies to products and other work results, unless their purpose is further processing by the client. A reference to the existing contractual relationship between the parties, especially for advertising or as a reference, is only permitted with the mutual consent of both parties.

8. Confidentiality

swisspartners Xperts AG is obliged to maintain confidentiality regarding all confidential information obtained in the course of the client relationship. Exceptions are the disclosure of confidential information with the client's authorization, to protect the legitimate interests of swisspartners Xperts AG, provided the respective third parties are subject to an equivalent confidentiality obligation, and disclosure by court or official order. The confidentiality obligation continues beyond the termination of the contractual relationship. This obligation does not prevent swisspartners Xperts AG from carrying out the same or similar assignments for other clients.

9. Fees, Expenses, and Payment Terms

Unless expressly agreed otherwise, the fee is based on the applicable hourly rates of swisspartners Xperts AG and the actual time spent. The fee may be specified in an engagement agreement. swisspartners Xperts AG may adjust its general hourly rates and any fixed fees as needed. For engagement agreements with minimum terms and/or notice periods, swisspartners Xperts AG will inform the client in advance according to the agreed deadlines if this leads to an increase in the total fee for the agreed services. Individual increases in hourly rates for specific employees, resulting from the completion of significant professional training or due to their promotion in seniority, are possible at any time. If this results in a higher agreed or previous total fee for the same service, swisspartners Xperts AG will, at the client's request and where possible, transfer the service provision to other employees with lower hourly rates. Required or client-requested subsequent changes to the scope of services may result in an appropriate adjustment of the fee. swisspartners Xperts AG may request reasonable advances on fees or expenses and issue interim invoices for services rendered and expenses incurred. It may make the provision of further services dependent on the full payment of the claimed amounts. In the event of non-payment or default of a payment, an advance on costs, or invoiced costs, swisspartners Xperts AG is entitled to cease all activities without further notice. Cost estimates are not subject to interest. They are based on the assessment of the work necessarily incurred in the course of the task and assume the client's cooperation. The starting point for such estimates is the data provided by the client. Accordingly, such cost estimates are not binding for the final calculation of the fee. Cost estimates and other information on fees or expenses are exclusive of VAT. Any travel expenses for distances →100km and accommodation expenses will be invoiced to the client, subject to their prior approval, based on actual costs incurred. The same applies to significant expenses incurred by swisspartners Xperts AG in connection with the direct dispatch of documents on behalf of the client (e.g., sending payroll statements to their employees). All other expenses are charged at a flat rate of 3% of the agreed fee and are thus considered settled. Fee invoices and expense statements are payable within 30 days, unless otherwise agreed in the engagement agreement.

10. Liability

swisspartners Xperts AG ensures careful fulfilment of assignments in compliance with the standards of the profession "EXPERTsuisse". swisspartners Xperts AG is liable for damages arising from its services only to the extent required by law, namely in cases of unlawful intent or gross negligence. Any further liability for medium and minor negligence as well as for indirect damages, loss of profit, data loss, and consequential damages is excluded to the extent permitted by law. In any case, any legally mandatory liability is limited to a maximum of the average annual fee for the affected assignment. If the client's conduct contributed to the damage, swisspartners Xperts AG is released from liability. Contributory conduct includes, in particular, incomplete, contradictory, or late information and documents, as well as information or documents not passed on.

11. Warranty of swisspartners Xperts AG

The services of swisspartners Xperts AG to clients are generally based on the law of agency according to Art. 394ff Swiss Code of Obligations (CO). Against this background, swisspartners Xperts AG undertakes to fulfil the contract carefully in the client's interest. However, a specific result is not owed in any case. If, by way of exception, the creation of a work within the meaning of Art. 363ff CO has been agreed, the client is entitled to have any defects remedied by swisspartners Xperts AG within a reasonable period, provided such defects are reported to swisspartners Xperts AG immediately (at the latest 10 days after delivery of the work result) and in writing. After this period, the work is deemed approved. If rectification fails, the client may only demand a reasonable reduction. To the extent that further claims for damages exist, the limitation of liability according to Section 10 applies. Any further warranty is excluded to the extent permitted by law. The preparation of annual financial statements, payrolls, tax returns, and the like do not constitute works within the meaning of Art. 363ff CO but are subject to the law of agency.

12. Termination of Contract and its consequences

The contract may be terminated by either party at any time in writing and with immediate effect or, if minimum contract terms have been agreed, at the end of a specified date. In the event of termination, the services provided up to the time of termination and those required for the proper completion of the assignment must be remunerated by the client. The services provided must be paid for by the client based on the actual time spent and the applicable hourly rates plus expenses incurred. If termination occurs at an inopportune time, the terminating party undertakes to compensate the other party for the damage caused by the termination at an inopportune time. In the event of termination due to a breach of contract by one party, that party must compensate the terminating party for the damage caused by the termination.

13. Documents and Data

Upon termination of the contractual relationship, swisspartners Xperts AG will provide the client with their documents and data in an agreed form. The corresponding services of swisspartners Xperts AG are subject to a fee. For the purpose of documenting its services, swisspartners Xperts AG is entitled, but not obliged, to retain copies of the client's documents and data. The client is responsible for the retention of documents and data and for compliance with legal requirements.

14. Set-off and Objections

The client's right of set-off is excluded. Objections and defences by the client do not entitle them to withhold due payments.

15. Final Provisions

Should provisions of these GTC or the engagement agreement (including annexes) be or become wholly or partially invalid, the remaining provisions shall remain effective. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. Any changes or additions to these GTC or the engagement agreement (including annexes) must be in writing. This also applies to the above written form requirement. The written form is fulfilled by (i) compliance with the form provided for in Art. 13 CO, (ii) mutual transmission of hand-signed contract copies by telecommunication means, in particular as email attachments, and/or (iii) mutual signing of an electronic contract document with at least advanced electronic signatures within the meaning of ZertES (Swiss law) or eIDAS (EU law). These GTC may be amended by swisspartners Xperts AG at any time. If the client does not object to these GTC within 60 days of notification, they are deemed approved.

16. Applicable Law and Jurisdiction

These GTC and the underlying contractual relationships are governed exclusively by Swiss law, excluding conflict of law rules and the Vienna Sales Convention. For all disputes arising therefrom, the parties agree that the exclusive place of jurisdiction is the registered office of swisspartners Xperts AG. swisspartners Xperts AG is also entitled to take action against the client at their registered office/residence. Place of performance is the registered office of swisspartners Xperts AG.

Zurich, January 2026