

# General Terms and Conditions

## 1. Scope of the Contract

1. These general terms and conditions apply to all services in the form of consulting, project management, accounting, and other activities performed by Troschel Treuhand & Beratungs GmbH for its clients. This is subject to any agreements explicitly recorded in writing by the parties in individual cases.
2. With the order to Troschel Treuhand & Beratungs GmbH, the customer confirms to have read, understood, and fully accepted these terms and conditions in detail.

## 2. General Content of the Contract

1. The subject of the contract includes the activities individually agreed upon and to be carried out by Troschel Treuhand & Beratungs GmbH, but not the guarantee of the occurrence of specific economic or other consequences. For this reason, Troschel Treuhand & Beratungs GmbH cannot issue statements in the form of expectations, forecasts, or recommendations as a guarantee concerning the occurrence of corresponding circumstances, regardless of the provision of certain work results.
2. Expert opinions, statements, presentations, and the like are only binding once they are legally signed. The binding nature of other work results must be recorded in a corresponding concluding letter. Interim reports and preliminary work results, whose draft character is expressly recorded or arises from the circumstances, can significantly differ from the final result and are therefore not binding.
3. Unless there is an express binding assurance, dates are considered general target specifications.
4. Troschel Treuhand & Beratungs GmbH may use suitable third parties to provide services. Subsequent changes in performance will result in an adjustment of the agreed fee.

## 3. Rights and Obligations of the Customer

1. Customers are obliged to cooperate comprehensively and immediately. Without special prompting, they must provide all information and documents necessary for proper service delivery with a reasonable processing time to Troschel Treuhand & Beratungs GmbH in a timely manner.
2. Troschel Treuhand & Beratungs GmbH may assume that the documents and information provided are correct, complete, and comply with legal cooperation and disclosure obligations.
3. Documents and information provided to Troschel Treuhand & Beratungs GmbH are not checked for their accuracy. This is subject to differing written agreements.
4. Troschel Treuhand & Beratungs GmbH may assume that auxiliary persons or agents corresponding with it are authorized to give instructions and obligate the customer.

## 4. Confidentiality Obligation

1. The parties commit to maintaining confidentiality regarding all confidential information and documents they receive in connection with the receipt or provision of services within the scope of the contractual relationship. All data about facts, methods, and knowledge that are not obvious to third parties, not generally known or publicly accessible, are considered confidential. The disclosure of confidential information for proper service provision is excluded from the above obligation, provided that the respective third parties are subject to an equivalent confidentiality obligation.
2. The obligation of confidentiality continues beyond the termination of the contractual relationship. The obligation to maintain silence does not prevent Troschel Treuhand & Beratungs GmbH from carrying out the same or similar assignments for other clients.
3. For correspondence between the two parties, industry-standard communication tools such as telephone, electronic, and other written communication are used. Ensuring error-free transmission or receipt of data is the responsibility of each party.

## 5. Schutz- & Nutzungsrechte

1. All protective rights such as intellectual property and licensing rights to work results, insights, developed or used know-how, in connection with the execution of the contractual relationship, belong exclusively to Troschel Treuhand & Beratungs GmbH. This also encompasses documents and products created within the scope of the contractual relationship.
2. The customer is granted a non-exclusive, permanent, and non-transferable right to use the work results, documents, and products provided for their exclusive personal use. The same applies to documents and products made available to the customer.
3. The disclosure of work results, documents, or products, as well as professional statements to third parties by the customer, is only permissible with the express written consent of Troschel Treuhand & Beratungs GmbH.
4. The customer is not allowed to make changes to documents, products, and other work results provided by Troschel Treuhand & Beratungs GmbH. This excludes modifications whose purpose is editing by the customer.
5. Mentioning contractual relationships between the parties is only permissible with mutual consent of both parties.

## **6. Fees, Expenses, and Payment Terms**

1. Apart from the claim for fees, Troschel Treuhand & Beratungs GmbH is entitled to compensation for incurred expenses and third-party fees.
2. Cost estimates are based on the assessment of the work necessarily arising in the future within the scope of the task. The starting point for such estimates is the data provided by the customer. Consequently, such cost estimates are not binding for the definitive calculation of the fee. Cost estimates and other indications of fees or expenses are exclusive of value-added tax.
3. Necessary or customer-requested subsequent changes to the content of the service lead to an appropriate adjustment of the fee.
4. Troschel Treuhand & Beratungs GmbH 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 settlement of the claimed amounts.
5. Invoices for fees and billing of expenses are to be paid within 10 days of the invoice date. From the second payment reminder and the associated increased manual effort, a disturbance fee may be charged.

## **7. Liability**

Troschel Treuhand & Beratungs GmbH is liable for damages resulting from its services within the scope mandated by law. It is not liable for actions of third parties who were engaged by Troschel Treuhand & Beratungs GmbH for the fulfilment of the contract. If the customer's behaviour contributes to the damage incurred, Troschel Treuhand & Beratungs GmbH is released from liability. Contributory behaviour includes, among others, incomplete, contradictory, or delayed information and documentation (this list is not exhaustive).

## **8. Termination of the Contract and Its Consequences**

1. The contract can be terminated by either party at any time in writing and with consideration of the contractual notice period or at the expiration of a specific point in time.
2. In the case of ordinary termination, the services provided up to the point of contract termination must be compensated by the customer. The services rendered are to be paid based on the actual hours worked and the respective hourly rates plus incurred expenses. Troschel Treuhand & Beratungs GmbH must be completely indemnified by the customer.
3. By terminating the contract at an inappropriate time, the terminating party agrees to compensate the other party for the damage that arises from the untimely termination of the contract.
4. Erfolgt eine ausserordentliche Kündigung in Folge eines vertragswidrigen Verhaltens einer Partei, so hat diese der kündigenden Partei den Schaden zu ersetzen, welcher ihr infolge der Kündigung entsteht.

## **9. Changes to the Service Offering**

Changes to the service offering, the fee basis, this and other agreements are subject to change. Customers will be informed of such changes in a timely manner. Changes are considered approved and newly agreed upon if the customer continues to use the services of Troschel Treuhand & Beratungs GmbH.

## **10. General Acknowledgements**

1. This contract is subject to Swiss law.
2. For all disputes arising from this contract, the parties agree to the exclusive jurisdiction of the court located at the seat of Troschel Treuhand & Beratungs GmbH.
3. The place of performance is the seat of Troschel Treuhand & Beratungs GmbH.