

General terms and conditions of business Swiss Trust Company (Bern) AG

1. Scope of application

These General Terms and Conditions of Business (hereinafter “AGB”) apply to all legal relationships in which Schweizerische Treuhandgesellschaft (Bern) AG (hereinafter “STG”) is active for the client. Individual and written agreements (including those made by email) take precedence over these AGB. The provisions of the Swiss Code of Obligations (OR), in particular Articles 394 ff OR, likewise apply.

2. Right of substitution

STG is entitled, even without the client’s specific consent, to transfer the mandate, together with other related contracts or parts thereof, to expert third parties or to an affiliated business or to arrange for mandate functions to be performed by individual staff members.

3. Instructions and transmission risk

On principle, instructions must be given by the client to STG in writing. In urgent cases, if STG cannot obtain a timely instruction from the client or if such instructions are not given, STG is authorized, but not obliged, to take such measures as it may deem appropriate or necessary. The risk of incomplete or erroneous transmission of the client’s instructions or of communications from STG to the client rests solely with the client.

4. Liability of STG, exclusion of liability and indemnification by the client

STG is liable to the client exclusively for damage caused by unlawful intent or gross negligence. Any more extensive liability is hereby expressly declined. Moreover, STG is liable neither for price or exchange rate losses on securities or currencies nor for damage caused by actions of any kind whatsoever taken by the public authorities, or as a consequence of acts of war or sequels of force majeure (including measures taken by the public authorities because of pandemics or similar events). In addition, STG is not liable for harm – in particular because of late performance, loss, misunderstandings, damages or consignments sent twice – caused by use of the post office, courier, telephone, fax, email or other means of communication or carriers. The client undertakes to indemnify STG in full against all direct and indirect claims made against it or against its employees by third parties in connection with the mandate that has been accepted, to assist it in proceedings with such third parties and, at STG’s request, to conduct the proceedings itself. The client is released from this obligation if STG has itself caused the claims for liability, by breach of contract and by deliberate intent or gross negligence. STG is entitled to deduct from the assets entrusted to it the resources needed for its defence against the aforementioned claims if the client fails to discharge his obligations for any reason whatsoever. STG may also ask for a surety.

5. Safekeeping of assets

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STG is only required to place the assets entrusted to it in special safekeeping or to insure them, if the client has specifically requested this in writing.

6. Communication and data exchange

Unless otherwise instructed by the client, STG may communicate with the client in unencrypted form by direct link or remote access to his network infrastructure or exchange data, in particular using applications and protocols such as email, online and app-based domestic and foreign applications, cloud providers etc. and also by means of data media such as memory sticks and other storage media. In that case, the client accepts the accompanying risks (including the risks of unauthorized access to data or access to network infrastructures, falsification, viruses, malicious codes or other harmful events). If the client transfers personal data of family members, employees or other third parties to STG, he must call the attention of the person concerned to the data processing and privacy notice of STG.

7. Confidentiality

STG complies with the statutory confidentiality provisions and criteria of the affiliated professional bodies in Switzerland. STG, its employees and third parties retained by it, safeguard the confidentiality of all information obtained in the exercise of the profession. This does not include disclosures needed for the performance of our service or which the law requires us to make.

8. Duties of the client to cooperate

The client makes all documents and information needed to provide the service available to STG in a timely manner and without the need for a special request to do so. In addition, the client shall inform STG in good time of events and circumstances that may be relevant for the provision of the services. STG is entitled to assume that the information and documents made available to it are correct and complete.

9. Fee and compensation

STG bills all the expenditure incurred by it to perform the mandate to the client. In principle, the fee is calculated on the basis of the time required and/or as a flat-rate annual sum based on the applicable rates. STG specifically reserves the right to adjust its rates at any time. Fee estimates are submitted on the basis of the assumptions made at the time of the calculation. Should unforeseen circumstances which result in higher costs occur, STG will inform the client as soon as possible of the reasons and extent. In such cases, the costs of the service will be billed on the basis of the expenses incurred. STG reserves the right to make the provision of services conditional on the settlement of its claims in full or on the payment of advances. Moreover, the client shall refund in full to STG any third-party invoices, taxes, expenses and/or other disbursements (flat-rate or based on supporting documents) incurred by it and by third parties entrusted with mandate functions in connection with performance of the mandate.

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10. Right of retention and lien

As surety for its fee claims, its expenses and/or disbursements etc. and to secure third-party claims, STG has a right of retention and lien in respect of the realizable assets that are in its possession or over which it has a right of disposal. In the event of arrears on the part of the client, STG is entitled at its own discretion to dispose of the lien under coercive law or by private sale.

11. Offsetting

STG may offset all of the client's claims against its own claims on the client and may do so regardless of specially agreed sureties or of the currency of the claim.

12. Safekeeping of documents

The client may ask for original documents that he had handed over to STG to be released. STG may make a charge for safekeeping of the client's documents. The client may request copies of documents that he handed over to STG otherwise than in the original, during the statutory period for which they must be retained. STG makes a charge to compensate for the expenditure incurred by it to provide copies.

13. Data protection

The privacy notice which can be found under "Data protection" on www.stg-bern.ch, applies to the contractual relationship.

14. Applicable law and place of jurisdiction

All legal relations between the client and STG shall be governed by **Swiss law** to the exclusion of conflict-of-law rules. **The place of jurisdiction over all disputes arising between the parties is the registered office of the retained STG company.**