

General Terms and Conditions

1. Applicability

The present General Terms and Conditions (the **GTC**) shall apply to all instructions given to Brazerol Attorneys at Law Ltd and to any legal relationship arising from such instructions, including all mandates between Brazerol Attorneys at Law Ltd and the client (the **Client**).

These GTC shall apply to the extent that Brazerol Attorneys at Law Ltd has not agreed otherwise with the Client in writing. In case of contradictions to an engagement letter and/or a power of attorney, the engagement letter and the power of attorney shall take precedence in the order stated.

2. Engagement and Instructions

Any contractual relationship between Brazerol Attorneys at Law Ltd and the Client shall be subject to Brazerol Attorneys at Law Ltd's express acceptance of such engagement.

Brazerol Attorneys at Law Ltd accepts instructions in connection with a mandate from the Client or the persons designated by the Client for this purpose.

The Client warrants that Brazerol Attorneys at Law Ltd receives all information it requires for the proper and timely completion of the mandate. In the absence of express instructions to the contrary, Brazerol Attorneys at Law Ltd shall not further verify or question any information it receives from the Client, or the persons designated by the Client for this purpose. The Client acknowledges that Brazerol Attorneys at Law Ltd may rely on such information in the performance of the mandate.

3. Fees

Unless expressly agreed otherwise, Brazerol Attorneys at Law Ltd shall charge for its services on a time basis. The services rendered shall be shown in the invoice in detail and in 6-minute increments.

The applicable hourly rate is based on the experience of the specialists involved. Brazerol Attorneys at Law Ltd reserves the right to adjust the hourly rates of its specialists and to inform the Client in advance.

Unless expressly agreed otherwise in writing, any indication of expected attorney's and notary's fees as well as official fees (court fees, commercial register fees, land registry fees, etc.) shall only constitute a non-binding estimate.

4. Expenses

In addition to the incurred fees, a lump sum expense of 2% of the total fee amount will be charged to cover general office expenses (shipping costs, telephone costs, electronic communication costs, expenses for copies, database research, etc.).

Expenses which individually exceed CHF 100.00 as well as official fees (court fees, commercial registry fees, land registry fees, etc.) will be charged to the Client in addition to the lump sum expenses, unless such expenses are paid directly by the Client.

5. Value Added Tax

Unless otherwise stated, all amounts are exclusive of value added tax (VAT).

Likewise, all comparable foreign taxes and deductions shall be borne by or charged to the Client.

6. Invoicing

Unless expressly agreed otherwise, invoices of Brazerol Attorneys at Law Ltd shall be paid by the Client within 30 days of receipt. The Client shall not be entitled to defer its payment obligations and/or to offset the claims of Brazerol Attorneys at Law Ltd.

If an invoice is not paid within the specified period, the Client shall be in default without further ado (i.e., without a reminder) and may be required to pay the statutory default interest. Brazerol Attorneys at Law Ltd reserves the right to suspend activities for the Client until full payment has been made.

The Client hereby irrevocably releases Brazerol Attorneys at Law Ltd and all of its partners, employees and consultants from their professional secrecy obligations with respect to enforcement measures as well as arbitration and court proceedings, to the extent necessary for the prosecution and enforcement of the fees and expenses of Brazerol Attorneys at Law Ltd.

7. Advance Payment

Brazerol Attorneys at Law Ltd may request the Client to pay an advance payment for fees and expenses.

8. Confidentiality and Disclosure

Brazerol Attorneys at Law Ltd is subject to the statutory confidentiality obligations and treats all information received from the Client which is not generally known as confidential.

The Client agrees that Brazerol Attorneys at Law Ltd may disclose relevant information in order to protect and/or defend itself in any actual or threatened civil, criminal or regulatory proceeding or to enforce its claims against the Client pursuant to Section 6.

Due to the legal provisions for combating money laundering and the financing of terrorism, as well as due to sanction provisions, Brazerol Attorneys at Law Ltd may be obliged to comply with certain disclosure obligations vis-à-vis the competent authorities.

9. Conflicts of Interest

The Client undertakes to provide Brazerol Attorneys at Law Ltd at any time with all information necessary for the performance of a conflict of interest check.

The Client is required to inform Brazerol Attorneys at Law Ltd immediately of any circumstances which, in its opinion, could constitute a potential conflict of interest.

Brazerol Attorneys at Law Ltd
Brazerol Notaries Ltd
Bern, 06.12.2024

10. Communication

The Client hereby expressly agrees that Brazerol Attorneys at Law Ltd will use electronic means of communication without encryption to communicate with the Client or with third parties about matters concerning the Client.

11. Liability and Limitation

The Client hereby expressly agrees that any liability claims shall be directed exclusively against Brazerol Attorneys at Law Ltd.

The Client hereby declares that it will not assert any claims against shareholders, employees or consultants of Brazerol Attorneys at Law Ltd or against any other persons associated with Brazerol Attorneys at Law Ltd and will not initiate any lawsuits or other proceedings against such persons.

Any advice given by Brazerol Attorneys at Law Ltd is exclusively for the use and benefit of the Client and may not be used for any other purpose without the prior written consent of Brazerol Attorneys at Law Ltd.

Unless expressly agreed otherwise, Brazerol Attorneys at Law Ltd shall not be liable for advice on foreign law, i.e., non-Swiss law. Brazerol Attorneys at Law Ltd is also not obliged to update any information already given by the Client.

12. Termination

Both the Client and Brazerol Attorneys at Law have the right to unilaterally terminate the engagement and any power of attorney issued on the basis thereof at any time.

The Client is responsible for the fees, expenses incurred until the termination of the mandate.

The Client shall adequately compensate Brazerol Attorneys at Law Ltd for the expenses necessarily incurred in connection with the termination of a Client relationship.

Brazerol Attorneys at Law Ltd shall retain the Client's files for 10 years after the termination of the Client relationship or after the completion of an assignment. After this period, Brazerol Attorneys at Law Ltd may destroy the files without prior notice.

13. Applicable Law and Jurisdiction

The GTC are subject to Swiss substantive law.

All disputes arising out of or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of the city of Bern, Switzerland, unless the law provides for another mandatory place of jurisdiction, or the dispute is to be submitted to the cantonal supervisory authority for attorneys-at-law.