



SWITZERLAND

Neuhofstrasse 12
6340 Baar ZG
Switzerland
T +41 41 552 50 40
W wvant.com

GENERAL TERMS AND CONDITIONS

The present general terms and conditions govern the business relation of WvT (Switzerland) GmbH, a Swiss private limited liability company with registered address at Neuhofstrasse 12, 6340 Baar ZG, Switzerland, registered with the Commercial Register of the Canton of Zug under number CHE-497.549.846 (hereafter "**WvT**") and the Clients of WvT.

In these general terms and conditions:

- "**Client**" means any person, entity, structure or organisation engaging WvT to provide services;
- "**Third-Party Service Provider**" means any person not affiliated with WvT (such as couriers, bailiffs, translators, experts and foreign counsels) engaged by WvT where this is desirable for the provision of the services to the Client.
- "**Person Affiliated with WvT**" means every lawyer, or tax lawyer and every other person working for WvT or for a group company of WvT (regardless of whether this is on the basis of an employment agreement or on any other basis), or any group company being part of the WvT group (most but not all identifiable as such by having "WvT" in its company name) and every shareholder of WvT. Persons Affiliated with WvT include also persons formerly affiliated with WvT and legal successors of Persons Affiliated with WvT or formerly affiliated with WvT.

The applicability of any other general terms and conditions is hereby expressly excluded unless the Client signs with WvT an engagement letter that expressly overrides (clauses of) the present general terms and conditions.

WvT shall have the right to amend these general terms and conditions.

Article 1: Applicability

These general terms and conditions are applicable to any engagement between WvT and its Clients and is applicable to and shall govern the relationship between WvT and its Clients and between any Person Affiliated with WvT and WvT's Clients unless the Client signs with WvT an engagement letter that expressly overrides (clauses of) the present terms and conditions.

An agreement for services between WvT and a Client will only come into existence when WvT or a lawyer, or tax lawyer or any person working at WvT accepts a Client's instructions. A Client's engagement of a Person Affiliated with WvT will not result in an agreement between WvT and that person or with any other Person Affiliated with WvT. Nevertheless, should there be despite the aforementioned an agreement with WvT, these general terms and conditions shall apply.

These general terms and conditions have been prepared for the benefit of WvT, all individuals engaged by WvT and generally all (other) individuals for whose acts or omissions WvT may be held liable. Some individuals performing services for or on behalf of WvT are referred

to as "partner". Such individuals and all persons performing professional services for WvT are performing such services for the exclusive account of and at the risk of WvT and may in no case be held liable personally. The exact title of each professional rendering services for WvT can be found on our website (www.wvant.com) or can be provided upon simple request.

Article 2: Liability

2.1. If the rendering of legal services or any other consulting or service by WvT gives rise to liability, this liability shall in each case and under any and all circumstances be limited to the amount paid out in the case concerned by the professional liability insurance under the relevant professional liability insurance policy of WvT plus the deductible that is for WvT (Switzerland) GmbH's account under the relevant insurance policy in the case concerned. A copy of the current professional liability policy will be sent to the Client on request.

This Article 2 is also an irrevocable third-party clause for the benefit of every Person Affiliated with WvT and therefore the liability of any Person Affiliated with WvT is also limited to the amount paid out in the case concerned by the professional liability insurance under the relevant professional liability insurance policy of the Person Affiliated with WvT plus the deductible that is for the account of the Person Affiliated with WvT under the relevant insurance policy in the case concerned.

2.2. If, for whatever reason, no payment is made by the insurance company under the professional liability insurance policy referred to in 2.1. above or if for whatever reason the liability limitation under 2.1. should not be valid, any liability of WvT and any Person Affiliated with WvT will be limited to an amount equal to three times the amount invoiced for legal fees in the case concerned, subject to a maximum amount of CHF 200,000 (two hundred thousand Swiss Francs).

2.3. The instructions that have been given shall be carried out exclusively for the Client. Third parties cannot derive any rights from the content of the work carried out.

2.4. The right to compensation for damages shall terminate thirty-six months after the date upon which the other contracting party discovered, or should reasonably have discovered, the occurrence of the event that caused, whether directly or indirectly, the damages for which WvT or any Person Affiliated with WvT is liable. This shall also apply, if compensation is claimed for damages on the grounds of a right taken over or acquired from a third party.

Article 3: Client's obligations

3.1. If the Client allows a third party to take cognizance of the content of the work carried out by WvT for the benefit of the Client, the Client shall bring these general terms and conditions to the attention of the third party and ensure that they are also accepted by this third party and that these general terms and conditions are also binding for this third party.

3.2. The Client shall indemnify and hold harmless WvT and any Person Affiliated with WvT and all individuals engaged by WvT or any Person Affiliated with WvT, against any claims by third parties who claim that they have suffered damage as a result of or in connection with the work carried out by WvT on behalf of the Client or by any Person Affiliated with WvT.

The Client shall also indemnify and hold harmless WvT and any Person Affiliated with WvT and all individuals engaged by WvT or any Person Affiliated with WvT, against any claims by third parties who claim that they have suffered damage as a result of a disclosure mistakenly made by WvT or by any Person Affiliated with WvT except in cases of intent or willful recklessness on the part of WvT.

A third party includes but is not limited to every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of the Client. This paragraph is also an irrevocable third-party clause for the benefit of every Person Affiliated with WvT.

3.3. Payment of WvT 's invoices shall take place within 30 days of the invoice date, without suspension or set off, except if the Client protests promptly upon receipt of WvT's invoice. WvT is entitled to set off monies received for or from the Client against, or use them in payment of, whatever the Client owes. All judicial or extrajudicial costs connected with the collection of outstanding amounts – with a minimum of 25% over and above the amount to be collected – shall be for the Client's account. Judicial costs are not limited to the nominal costs of the procedure awarded by the court but shall be for the account of the Client in full if it is judged to be in the wrong (to a preponderant degree).

Article 4: Engagement of Third-Party Service Providers

4.1. Wherever possible and within reason WvT will make its choice of Third-Party Service Providers to be engaged in a case in consultation with the Client and under observance of due care and attention. WvT may engage those Third-Party Service Providers in its own name or, as an authorized representative, in the Client's name. WvT excludes any liability and cannot be held liable for the acts and/or omissions on the part of such Third-Party Service Providers.

4.2. To the extent that a Third-Party Service Provider wishes to limit its liability in connection with the carrying out of instructions from the Client, WvT shall assume and, if necessary, hereby confirms that all instructions issued to it by the Client contain the (implicit) authority to accept such a limitation of liability on behalf of the Client.

4.3. The fees and costs associated with the engagement by WvT of a Third-Party Service Provider will only be paid by WvT to such Third-Party Service Provider, once the Client of WvT has paid WvT's fees.

4.4. These general terms and conditions shall apply to engagements with Third-Party Service Providers. This paragraph is an irrevocable third-party clause in relation to Third-Party Service Providers and for the benefit of Third Party Service Providers.

Article 5: Fees

WvT is entitled to amend its basic hourly fee and costs charged by it for travel expenses for travel by car, air carrier or train. If the amendment involves an increase of more than 10%, or if an increase takes place within three months of the effective date of the engagement/engagement letter between WvT on the one hand and the Client on the other hand, the Client shall be entitled to terminate the professional services agreed upon under the engagement letter/engagement acceptance. The right to terminate the professional services still to be rendered under the engagement letter/engagement acceptance lapses on the 15th day after the invoice date of the first invoice sent to the Client following the increase of the basic hourly fee and/or the aforementioned costs for travel expenses.

Article 6: Money Laundering

WvT is required to verify the identity (and ultimate financial beneficiary) of its Clients before entering into a business relationship.

Throughout the relationship with its Clients, WvT may also be required to report, under certain conditions required by law, suspicious activities in the event where money or property used by the Client is subject to money laundering or terrorist financing laws and provisions. In such a case, the legal obligation of WvT to report to the authorities will prevail over the professional secrecy obligation of

WvT and WvT may not be held liable for any prejudice of the Client where it arises as a result of the disclosures that would need to be made by WvT (Switzerland) GmbH.

Article 7. Data protection & Confidentiality

7.1 WvT has adopted a privacy policy (hereafter "**Privacy Policy**") fully disclosed and accessible on its website informing its Clients about who WvT is, what personal data (hereafter "**Data**") we collect and process, how, why and on which legal basis we process Data, who has access to the Data, if Data gets transferred across borders, how long Data is kept, how Data is secured, what Data you must supply and outlines your rights according to the EU General Data Protection Regulation (EU) 2016/679 (hereafter "**GDPR**") and the Swiss Federal Act on Data Protection whatever is applicable.

7.2 As confidentiality and privacy is taken very seriously by WvT, we ask you to carefully read this Privacy Policy, immediately contact WvT if you have any requests, questions or concerns. This Privacy Policy and the applicable Data protection laws apply in addition to our professional duty of confidentiality.

7.3 If you send us Data (personal data as defined according to article 4(1) of the GDPR) from other persons than you (for example your employees, family members, etc.) you must ensure that the respective persons know this Privacy Policy and you may only send us Data if you have the permission to send the Data and the Data is correct.

7.4 To the extent not otherwise provided by law, the lawyers and employees associated with and or employed by WvT are bound to legal client attorney privilege and confidentiality obligations and as such may not disclose any confidential information relating to the Client.

Article 8: Automatic exchange of information

On March 13, 2018, the ECOFIN Council, composed of the EU-28 Finance Ministers, reached political agreement on a Council Directive amending Directive 2011/16/EU on administrative cooperation in the field of taxation as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements in order to disclose potentially aggressive tax planning arrangements, Council Directive (EU) 2018/822 of May 25, 2018 amending Directive 2011/16/EU (also commonly referred to as DAC6) as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements. Our firm intends to fully comply with the provisions under DAC6.

Article 9: Miscellaneous

Swiss law applies to these general terms and conditions, any relationship, engagement, agreement and engagement letters between the Client and WvT and between the Client and a Person Affiliated with WvT as well as to any instructions to or for WvT and to or for a Person Affiliated with WvT.

Disputes shall be settled exclusively by the at the seat of WvT competent court in the canton of Zug (in first instance being the Cantonal Court of Zug (*Kantonsgericht Zug*), located at Aabachstrasse 3, 6301 Zug ZG, Switzerland). WvT does nevertheless have the right to submit disputes to the competent court in the Client's place of domicile with the understanding that WvT shall continue to have power to take legal action in a court of law that would have had jurisdiction over disputes with WvT if the above election of jurisdiction had not been made.

Article 10: Amendments to this general terms and conditions

From time to time this general terms and conditions might be or must be changed in order to comply with changing regulations and to reflect WvT policies which might change over time. Please review our general terms and conditions from time to time. You may request the most current version by contacting us.