

General Terms and Conditions of Alta Group AG

Scope of application

These General Terms and Conditions ('Terms and Conditions') apply to all present and future services that Alta Group AG ('Trustee') offers to its clients ('Client'). The parties may agree on arrangements deviating from these Terms and Conditions in writing only. Unless otherwise agreed in writing, these Terms and Conditions shall form the contractual basis for the provision of services by the Trustee to the Client.

Basis of the business relationships

The subject of the contract shall be the activities agreed in each individual case to be carried out by the Trustee. The Trustee cannot provide any warranty or guarantee for the occurrence of any financial events or consequences, even if he provides advises to the Client. For this reason, the Trustee, notwithstanding the provision of certain work results, cannot make any binding statements in the form of expectations, forecasts, or recommendations regarding the occurrence of certain results.

If delivery dates are not expressly agreed as a binding guarantee, they shall be considered as a general target.

Expert opinions, professional statements, presentations, and the like shall only be binding once they have been signed by authorised representatives. Oral advice, interim reports and provisional work results, the draft nature of which is expressly stated or arises from the circumstances, may vary considerably from the final result and shall therefore not be binding.

The Trustee may make use of qualified third parties in the provision of the services; such third parties shall also be subject to the duty to maintain secrecy pursuant to Section 6.

Subsequently agreed changes in services to be carried out may result in an adjustment of the fee.

Client participation

All information and documents required for the proper performance of the services are to be provided to the Trustee by the Client in due time. The Trustee may assume that the documents and information supplied are accurate and complete.

The Trustee shall not verify the accuracy and legality of the documents and information provided.

Digital information exchange

The parties may use electronic solutions (e-mail, communication platform, cloud services, etc.) for the provision of their services and for communication. During electronic transmission and storage, data may be intercepted, destroyed, manipulated, or otherwise adversely affected, lost for other reasons, and arrive late or incomplete. Each party shall therefore take appropriate precautions under its own responsibility to ensure error-free transmission, reception, and storage as well as the identification of content-related or technically defective elements.

The Trustee shall take reasonable precautions to ensure that its data processing systems and Client data are in Switzerland or a secure third country and that the data are adequately protected against loss and theft.

The Trustee may provide third-party software to the Client. The conditions for this service shall be based exclusively on the information provided by the software provider. However, the Trustee shall ensure that the software is maintained and updated according to the provider's specifications. The Client acknowledges that the third-party provider may gain access to the Client's data within the framework of maintenance, this in compliance with the duty of confidentiality pursuant to section 6. For such services, the Trustee may charge a usage fee for its IT services or pass on third-party fees.

If the Trustee transmits data in the name of the Client to third parties or authorities via electronic portals or in a similar fashion, the Client shall remain responsible for the content of such data.

For all these applications, the Trustee shall be responsible for the careful fulfilment of his obligations and compliance with the provisions of Swiss law. However, the Trustee cannot assume any responsibility for the absolute protection of data or data transmissions.

Property rights and rights of use

All documents, products, or other work results, which have been created by the Trustee for the Client, handed over to and paid for by the Client, belong to the Client for the agreed use. The associated intellectual property rights (including know-how) shall remain with the Trustee.

The Trustee shall grant the Client a non-exclusive and non-transferable right of use for an unlimited period for the exclusive personal use of the intellectual property rights (including know-how) associated with the documents, products, and other work results.

The transfer of documents, products and other work results or parts thereof as well as individual technical statements by the Client to third parties shall only be permissible with the prior express written approval of the Trustee or if a right to transfer arises from the circumstances.

The Client may only use the documents entrusted to him by the Trustee, in particular the binding reports, or pass them on, if the Client is authorised to do so, in their unchanged condition. This shall also apply to products and other work results if the purpose thereof does not consist in a further processing by the Client.

A reference to the existing contractual relation between the parties, within the framework of advertising or as a reference, shall only be permitted upon the mutual agreement of both parties.

Confidentiality

The Trustee shall be obliged to maintain secrecy regarding all confidential information he obtains from the client and on its behalf within the framework of the client relationship.

Excluded from this shall be the disclosure of confidential information if the Client has given his authorisation to protect the legitimate interests of the Trustee (provided the respective third parties are subject to an equivalent obligation to maintain secrecy) or based on a court or administrative order. The obligation to maintain secrecy shall continue beyond the cessation of the contractual relation. This obligation shall not prevent the Trustee from executing the same or similar orders for other Clients.

Fees, expenses, and terms of payment

Unless expressly agreed otherwise, the fee shall be based on the applicable hourly rates of the Trustee and the actual time spent. Cost estimates shall be based on an estimate of the work that will necessarily be required in the future within the framework of the task and shall assume that the Client has fulfilled the obligation to collaborate. The starting point for such estimates shall be the data provided by the Client. Consequently, such estimates shall not be binding for the final calculation of the fee. Cost estimates and other details of fees or expenses shall not include VAT.

Necessary changes or subsequent changes to the content of the service requested by the Client shall lead to an appropriate adjustment of the fee. The Trustee may request reasonable advances on fees or expenses and may issue interim invoices for activities performed and expenses incurred. The Trustee may make the performance of further activities subject to full payment of the sums claimed.

Expenses (e.g.: travel expenses, hotel costs, courier services, chargeable IT services, archive costs, etc.), third-party invoices and other third-party fees will be invoiced at actual cost. Small expenses that are not individually recharged (e.g.: costs for the usual number of photocopies, domestic postage, secure mail, office supplies, etc.) will be invoiced at a flat rate of 2% of the fee volume.

Fee invoices and invoices for expenses shall be due for payment after expiry of the payment period stipulated in the fee invoice.

Liability

The Trustee shall be responsible for the careful fulfilment of the contract in accordance with the requirements of the profession.

The Trustee shall be liable for damages arising from its services within the legally mandatory framework, particularly in the event of unlawful intent or gross negligence. For the negligent breach of its obligation, the liability shall, to the extent permitted by law, be limited to a maximum of twice the annual fee of the contract in question.

If conduct of the Client contributed to the damage incurred, the Trustee shall be released from liability. Incomplete, contradictory, or delayed information or documents as well as information or documents that have not been passed on shall be considered as 'conducting contributing to damage'.

Warranty of the Trustee

If the production of a work in the terms of Article 363 of the Swiss Code of Obligations has been agreed, the Client shall be entitled to have any defects remedied by the Trustee. If a subsequent repair fails, the Client may request a reduction in price or to withdraw from the contract. Insofar damage compensation claims exist beyond this, the limitation of liability pursuant to Section 8 shall apply.

Termination of the contract and the consequences thereof

The contract may be ordinary terminated by either party at any time in writing with immediate effect or at the expiry of a specific date.

In the event of termination, the services rendered up to the cessation of the contract shall be compensated by the Client. The services rendered are to be paid by the Client based on the effective hours worked and the respectively applicable fee rates plus the expenses incurred.

If a termination is made at an inopportune time, the terminating party undertakes to compensate the other party for the damage it incurs because of the termination of the contractual relation at an inopportune time.

In the event of termination because of a breach of contract by a party, that party shall compensate the terminating party for the damage incurred because of the termination.

Documents and data

Upon cessation of the contractual relation, the Trustee shall provide the Client with the Client's documents and data in a form to be agreed upon. The corresponding services of the Trustee shall be subject to a fee. The Trustee shall be entitled, but not obliged, to retain copies of the Client's documents and data for the purpose of documenting its rendered services.

The Client shall be responsible for the storage of documents and data as well as for compliance with the provisions of law. The Trustee shall ensure to keep its records and data for 10 years.

General provisions

These Terms and Conditions may be adapted by the Trustee at any time. If the Client does not reject the new Terms and Conditions within a period of 60 days after notification, they shall be considered as approved.

These Terms and Conditions and any additional written agreement shall be subject to Swiss law.

For all disputes, the parties agree that the exclusive place of jurisdiction shall be the registered office of the Trustee.

The place of performance shall be the registered office of the Trustee.

