

General Terms and Conditions (GTC) for Services

I. Contracting Parties

These General Terms and Conditions of Contract (GTCC) govern the terms and conditions between M Services GmbH and its managing director, hereinafter referred to as the "Agent", and its clients, hereinafter referred to as the "Client".

II. Scope of Application

The General Terms and Conditions of Contract (GTCC) shall apply exclusively unless they have been expressly waived in writing by one or both contracting parties prior to the conclusion of the contract. Conflicting or deviating General Terms and Conditions of the Principal shall not be recognized by the Fiduciary, unless the Fiduciary has expressly agreed to their validity in writing. By accepting the service, the client acknowledges the General Terms and Conditions of Contract (GTCC).

III. Services offered

- 3.1 The General Terms and Conditions of Contract (GTCC) apply to the services offered and provided by the Agent. They apply to the mandates of the company as well as to the mandates which the managing director has to execute personally.
- 3.2 The extension as well as modification of services are expressly reserved
- 3.3 The availability of the authorized representatives and the execution of the services is carried out on weekdays from Monday to Friday from 8:00 am. am to 6:00 pm. Outside these hours, in principle, no services are offered or performed; with the exception of exceptionally urgent cases.

IV. Performance; Duty of Care and Loyalty

- 4.1 The agreed content and scope of performance, including all documents belonging to the specification, shall be decisive for the fulfillment of the contract. Amendments to the contract require written agreement.
- 4.2 The agent shall safeguard the interests of the client to the best of her knowledge and in compliance with the legal requirements of the generally recognized state of knowledge in her field of expertise.
- 4.3 The Agent shall be entitled without further ado to assign the provision of the contractual services or parts thereof to independent third parties.

V. Conclusion and Amendment of the Contract

- 5.1 The contract as well as any amendment and supplement must be in writing.

- 5.2 Verbal agreements before or at the conclusion of the contract require written confirmation to be effective.
- 5.3 Verbal agreements after conclusion of the contract, in particular subsequent amendments and supplements to these GTCS as well as collateral agreements of any kind, shall require written confirmation in order to be effective.

VI. Liability, Statute of Limitations

- 6.1 The Agent shall be liable for all damages caused to the client by gross negligence or intent. However, the agent shall not be liable for damages caused by negligence. The agent is liable for personal injury without limitation.
- 6.2 The Agent shall be liable for the conduct of its auxiliary persons, third parties called in (e.g. subcontractors, suppliers) as well as for substitutes as for its own conduct.
- 6.3 The claims arising from this contract are subject to the 5-year limitation period pursuant to Art. 128 OR. Thereafter, a retention obligation for the files ceases to apply without further.

VII. Remuneration

- 7.1 The Agent shall be remunerated for the services to be rendered on a time basis, unless a lump sum or otherwise different remuneration has been agreed in writing between the parties.
- 7.2 The authorized representative is entitled to demand an advance payment for the estimated fee and to wait with the execution of the order until the advance payment has been made or has not yet been used up.
- 7.3 Invoicing for the contractual services rendered shall take place on a monthly basis with the submission of the required service certificates and receipts.
- 7.4 Unless otherwise agreed, invoices are due for payment within 20 days from the date of invoice.
- 7.5 The Client's right to retention, reduction or offsetting of the remuneration is excluded, unless counterclaims are undisputed or have been legally established or expressly recognized by the agent.
- 7.6 The Agent is entitled to settle the due bills with her signature at the banks.
- 7.7 If unforeseeable circumstances or events hinder the activities of the agent, the agent shall inform the client accordingly. Any additional expenses resulting from the delay shall be reimbursed by the Client.

VIII. Information Obligations

- 8.1 The Agent shall regularly inform the Client about the progress of the work forming the subject of the consultancy and shall promptly obtain necessary information and documents and make them available to the Client in full.
- 8.2 The Agent undertakes to provide the necessary information and to allow inspection of the relevant documents at the request of the client during business hours and with reasonable advance notice

IX. Secrecy

- 9.1 The Agent shall treat the documents made available to it confidentially. They shall be kept secret from third parties as long as and to the extent that they are not demonstrably public knowledge. Statutory duties of disclosure shall remain reserved.
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X. Power of Attorney

- 10.1 The Agent is empowered by the Client with substitution authority to make all necessary and required clarifications for the service and to obtain information and documents. The institutions and contractual partners are obligated by this power of attorney to provide the requested information and to hand over documents.
- 10.2 The Agent shall be authorized by the Client with substitution power to make and sign declarations vis-à-vis institutions, authorities and offices in the name of the Client, to receive documents and things as well as to execute and receive payments, unless this is excluded by law as a supreme personal right.

XI. Place of Jurisdiction; applicable law

- 11.1 The ordinary courts at the registered office of the Agent (8835 Feusisberg) shall have exclusive jurisdiction to rule on disputes between the Principal and the Agent in connection with these General Terms and Conditions of Contract (GTCC).



11.2 The relations of the parties shall be governed primarily by the agreements of the parties as well as the GTC in force at the time of the conclusion of the contract; furthermore, Swiss law shall apply exclusively.

Feusisberg, **M Services GmbH**