

## General Terms and Conditions

These General Terms and Conditions (**GTC**) govern the relationship between you as our client and nexumina, In. Stephan Hofer (**nexumina**, the **firm**, **we** or **us**) as the Swiss law firm engaged by you.

### 1. Establishment of the Client Relationship

nexumina is not obliged to accept inquiries. The client relationship is only established with the express consent of nexumina and the client.

Offers are valid for 30 days from their date of issue, unless a different period of validity is specified in the offer itself or a shorter period of validity is obviously implied, for example, as a result of dates or deadlines specified in the offer. Order confirmations from the Client arriving after the expiry of the validity period may be rejected by nexumina.

The provision of a service by nexumina does not create any right on the part of the Client to further services in the matter in question or any other matter.

### 2. Services

The individual agreements entered into between us and the Client (the **Agreement**) and these GTC constitute the entire agreement between the Client and nexumina in relation to the provision of Services by nexumina to the Client. Individual agreements between nexumina and the Client shall take precedence over any conflicting provisions of these GTC.

We provide our services exclusively for the Client. Third parties may not rely on our services. We have no obligations to other parties and do not intend to protect the interests of other parties (including employees of the Client or the Client's direct or indirect affiliates or subsidiaries), unless this is expressly provided for in the Agreement.

The Client may not transfer or assign the Agreement and any claims, rights or obligations derived therefrom without our prior written consent.

nexumina may, if the Client agrees, engage third parties to work for or with us in connection with our engagement or engage third parties in the name and on behalf of the Client (e.g. local legal counsel in another jurisdiction or experts in Switzerland).

Our advice is based on our understanding of the facts and applicable Swiss law as interpreted and applied by Swiss courts and/or authorities (according to generally available legal sources) at the time of our advice. If there are changes in the legal assessment after we have provided our services to the Client, whether due to changes in the legal basis or its interpretation, we are neither obliged to inform the Client nor to update our deliverables.

### 3. Conflicts of Interest

nexumina is obliged to avoid conflicts of interest in accordance with the rules of professional conduct for lawyers. We comply with these rules and avoid acting for clients with conflicting interests in the same matter when providing a specific service for the Client. Upon conclusion, discontinuation or termination of a mandate, we are authorized to accept other mandates in the same matter, while maintaining attorney-client privilege.

### 4. Deliverables of the Client

In order to provide high quality and professional legal services, nexumina relies on full and comprehensive instruction from the Client. The Client is obliged to provide us with timely, complete and accurate information that is necessary or reasonably relevant for the provision of our services and to point out any uncertainties regarding the consistency or reliability of information.

### 5. nexumina's Proper Services

nexumina provides its services with the diligence expected of a professional party and acts as an independent advisor to the Client. At the beginning of a matter, we discuss and agree with you the nature and scope of the services to be provided.

### 6. Services provided by Third Parties (Project Coordination)

Services provided by third parties (with the exception of coordination services themselves, which are considered proper services of nexumina) are not the responsibility of nexumina. In the case of project coordination, the third parties to be coordinated by nexumina shall be appointed and deployed by the Client and shall be deemed to be advisors to the Client. This also applies if (i) nexumina has itself proposed a third party appointed by the Client, (ii) has advised the Client in the selection between several possible third parties, and/or (iii) nexumina is/was the direct contact person and/or invoice addressee of the third party. Coordination services provided by nexumina were always provided in the name of and on behalf of the Client.

### 7. Fees and Expenses

nexumina generally charges for its services according to the time required, complexity and urgency of the mandate.

Unless otherwise stated, fee estimates are estimates based on our professional experience in such matters. Fee estimates are to be understood only as general, non-binding cost indications and are based on our general service principles as described herein. Unless expressly so stated, fee estimates do not constitute a cost ceiling or a lump sum quotation. The amount that we ultimately invoice to the client may differ from the fee estimates.



We shall not be obliged to provide services or initiate cost-incurring actions until an advance or retainer payment, which we may demand from the Client at our sole discretion, has been credited to our bank account (as notified to the Client). In the event of late payment, we reserve the right to charge reminder fees and statutory default interest.

**Expenses are charged at a flat rate of 3% of the fee amount. Expenses for courier services, travel and similar expenses as well as for third-party services (e.g. fees from authorities or fees from notaries, partner law firms, etc.) and government levies, fees and the like shall be charged separately. VAT, if applicable, will be added to the fees and expenses.**

**Our fees and expenses are net fees and do not include any deductions such as withholding or other taxes and are payable without deduction.** If the fees and expenses payable to us are subject to mandatory deductions in another jurisdiction (e.g. withholding tax or stamp duties), these deductions will be added to the invoice amount so that the net amount owed after deductions corresponds to the invoice amount.

Fees, expenses and advances on costs and other amounts due are to be transferred in Swiss francs (CHF) or the currency specified in the invoice. Transfers shall be made via bank wire transfer to the bank account indicated on the invoice. Invoices are issued monthly. Invoices are due immediately upon receipt.

## 8. Delay of Default in Payment

If the Client fails to pay an invoice on time, nexumina may, after giving prior notice to the Client, suspend any provision of services and assert a lien on all goods and documents in our possession. In addition, nexumina shall be entitled to charge interest on arrears at a rate of 5% per annum. We expressly reserve the right to claim further costs or damages resulting from late or non-payment (e.g. dunning and collection costs).

If the Client terminates the Agreement, we are entitled to invoice the Client for the services rendered up to the time of termination.

## 9. Liability

We shall be liable in accordance with the general rules of Swiss law, but in the event of negligence up to a maximum of the fees invoiced by us and paid by the Client in the matter concerned. Generally and in any event, to the extent permitted by applicable law, liability for indirect damages such as business interruption or downtime, loss of data, loss of profit, loss of goodwill or other indirect losses, indirect damages, punitive damages or consequential damages as well as indirect costs and expenses is excluded.

We are only liable for the proper services provided by our firm, even if we refer to services provided by another of the Client's advisors or a party directly or indirectly associated with the Client or acting on behalf of the Client. Any joint liability with third parties (in particular, but not exclusively with the Client's advisors) or for work, services or damage caused by third parties (in particular, but not exclusively by the Client's advisors) is expressly excluded.

We are not responsible for validating, verifying or checking the suitability, accuracy or correctness of any external information, such as information from regulatory authorities, formulae or equations provided to us for incorporation into documents or for other use in the provision of legal services.

If and to the extent that for any reason no payment is made under our professional indemnity insurance, the total liability shall be limited to the fees invoiced by nexumina in the relevant matter and paid by the Client.

The limitation period for claims against nexumina is one year from the date on which the Client or its advisors became aware or could reasonably have become aware of the fact on which the claim is based. After expiry of this period, all claims shall be deemed forfeited. Claims against individual employees of nexumina are excluded.

## 10. Storage of Documents and Files

With the exception of documents for which separate statutory retention obligations apply, all documents, records, correspondence and files are automatically destroyed and disposed of without further notice to the Client after a period of ten years following termination of the contractual relationship with the Client.

If the Client instructs us to obtain documents from our files, we shall be entitled to charge the Client for the time reasonably required for this (in particular the time required for obtaining and reading such documents, writing letters or other work which we consider reasonably necessary for the performance of such an assignment).

## 11. Data Protection

Further information on how we process the Client's personal data can be found in our privacy policy, which is available online on our website ([www.nexumina.ch/privacy-policy](http://www.nexumina.ch/privacy-policy)).

The Client acknowledges and agrees that in the course of correspondence with us, means of communication are used which may involve data security risks (e.g. unencrypted e-mails and other text, voice or video processing technologies).

We are pleased that you have read our GTC. Please let us know by e-mail that you have come across this paragraph in Article 11 so that we can send you a sweet surprise as a thank you for your attention.

## 12. Confidentiality

As a law firm, we are obliged to treat our clients' matters as strictly confidential (attorney-client privilege). We will take all reasonable steps to minimize the risk of disclosure of Client confidential information.

## 13. Severability

Should a provision of the agreement or the GTC be or become void or unenforceable for any reason, the remaining part of the agreement or the GTC shall not be affected by this. In the event of the invalidity or unenforceability of a clause, it shall be replaced by a valid clause that comes closest to the economic purpose of this provision. The same procedure shall apply if a loophole becomes apparent.

## 14. Amendments

Amendments to the Agreement require the written consent of the Client and nexumina. This also applies to changes to the written form requirement.

Amendments to these GTC may be made unilaterally by nexumina and shall apply from the time of notification to the Client for all services provided after notification.

## 15. Applicable Law and Venue

Our relationship with the Client under the Agreement and these GTC shall be governed exclusively by the **substantive**



**laws of Switzerland**, excluding the conflict of laws rules of private international law and excluding treaties or international conventions such as the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).

All disputes arising out of or in connection with the Agreement, these GTC and the services provided hereunder shall be subject to the exclusive jurisdiction of the courts having jurisdiction at the registered office of nexumina in Switzerland. Notwithstanding this, nexumina is also entitled to assert claims against the Client at the Client's place of residence or usual place of business.

Status: January 2025