

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**).

The Client acknowledges and agrees that notarial services and activities falling within the scope of the Federal Act on Combating Money Laundering and Terrorist Financing (Anti-Money Laundering Act) will be handled through Brazerol Notaries Ltd, with its registered office at Spitalgasse 18, 3011 Bern, and that these GTC shall apply equally to such services and activities (Brazerol Attorneys at Law Ltd and Brazerol Notaries Ltd hereinafter jointly referred to as **Brazerol Attorneys at Law**).

These GTC shall apply to the extent that Brazerol Attorneys at Law 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 and the Client shall be subject to Brazerol Attorneys at Law's express acceptance of such engagement.

Brazerol Attorneys at Law 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 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 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 may rely on such information in the performance of the mandate.

3. Fees

Unless expressly agreed otherwise, Brazerol Attorneys at Law 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 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 exceeding CHF 20.00 per item, as well as fees (court fees, commercial register fees, land register fees, etc.) and third-party costs (e.g. costs for registrations or certificates), will be invoiced to the Client in addition to the lump-sum allowance for minor expenses, to the extent that such expenses and third-party costs are not 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 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.

If an invoice is not paid within the specified period, Brazerol Attorneys at Law reserves the right to suspend its services to the Client until full payment has been received.

The Client acknowledges and agrees that an administrative fee of CHF 50.00 will be charged for each reminder. The right to claim default interest and any further costs (e.g. collection costs) is reserved.

The Client hereby irrevocably releases Brazerol Attorneys at Law 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.

7. Advance Payment

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

8. Confidentiality and Disclosure

Brazerol Attorneys at Law 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 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 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 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 immediately of any circumstances which, in its opinion, could constitute a potential conflict of interest.

10. Communication

The Client hereby expressly agrees that Brazerol Attorneys at Law 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.

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

Any advice given by Brazerol Attorneys at Law 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.

Unless expressly agreed otherwise, Brazerol Attorneys at Law shall not be liable for advice on foreign law, i.e., non-Swiss law. Brazerol Attorneys at Law 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 for the expenses necessarily incurred in connection with the termination of a Client relationship.

Brazerol Attorneys at Law 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 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.

Brazerol Attorneys at Law Ltd
Brazerol Notaries Ltd

Bern, 22.09.2026