**General Terms and Conditions (GTC) of Companion Consulting Ltd**

# Scope

These General Terms and Conditions ("GTC") apply to all current and future services and products that Companion Consulting Ltd ("We/Us") offers to its customers ("customer"). The order confirmation and these GTC form the contractual basis for the provision of services and products by us to the customer. In the engagement letter, the parties can make agreements that deviate from these General Terms and Conditions.

# Basics of business relationships

The subject of the contract are the individual activities agreed to be carried out by us. We cannot guarantee or assure that certain economic events or consequences will occur, even if we advise the customer. For this reason, we cannot make any binding statements in the form of expectations, forecasts or recommendations regarding the occurrence of certain results, regardless of certain work results.

Insofar as deadlines are not expressly agreed as binding, they apply as a general target.

Expert opinions, statements, presentations and the like are only binding once they have been legally signed. Interim reports and preliminary work results, where the draft character is expressly stated or results from the circumstances, can differ significantly from the final result and are therefore not binding.

We can use suitable third parties to provide the service; these are also subject to the duty of confidentiality in accordance with section 6.

Changes in the agreed services at a later date may result in an adjustment of the fee.

# Customer Cooperation

All information and documents required for the proper providing of the services must be sent to us by the customer in good time and without being asked. We may assume that the documents and information supplied are correct and complete.

We do not check the documents and information provided for their correctness and legality.

# Digital Information Exchange

The parties can use electronic solutions (e-mail, communication platforms, cloud services and the like) to process their services and for communication. When transmitted and stored electronically, data may be intercepted, destroyed, manipulated or otherwise adversely affected, lost for other reasons, and may arrive late or incomplete. Each party is therefore responsible for taking appropriate precautions to ensure error-free transmission, receipt and storage and to identify elements that are defective in terms of content or technically.

We take reasonable precautions to ensure that our data processing systems and customer data are located in Switzerland or a safe third country and that the data are adequately protected against loss and theft. We are free to obtain corresponding services from professional third-party providers.

We may make third party software available to the customer. The conditions are based exclusively on the information provided by the software provider. However, we ensure that the software is maintained and updated according to the provider's specifications. The customer acknowledges that the third-party provider may have access to his data as part of the maintenance.

We can charge a fee for our IT services or pass on third-party fees.

If we transmit data on behalf of the customer via electronic portals or in a similar way to third parties or authorities, the customer remains responsible for the content of this data.

In all of these applications, we are responsible for diligently fulfilling our obligations and for complying with Swiss legal requirements. However, he we cannot assume any responsibility for the absolute protection of data and data transmission.

# Protection and usage rights

All copyrights and rights of use of all documents, products, or other work results created by us as well as the know-how developed or used in the process remain with us. We grant the customer an indefinite, non-exclusive, and non-transferable right of use for his own exclusive use of the documents, products, and other work results provided to him, including the respective know-how.

The transfer of documents, products, and other work results or parts thereof, as well as individual professional statements by the customer to third parties, is only permitted with the prior express written consent of us or if the right to transfer arises from circumstances.

The customer may only use the documents provided to him by us, in particular binding reportings, in an unchanged state and only pass them on if authorized to do so. The same applies to products and other work results, insofar as their purpose is not any further processing by the customer.

A reference to the existing contractual relationship between the parties, in particular in the context of advertising or as a reference, is only permitted with the mutual consent of both parties.

# Confidentiality

We are obliged to maintain secrecy about all confidential information that we receive in the context of the customer relationship.

Excluded from this is the disclosure of confidential information if the customer has authorized us to protect the legitimate interests of us, insofar as the respective third parties are subject to an equivalent obligation of confidentiality, as well as in response to a court or official order. The obligation of confidentiality continues after the end of the contractual relationship. This obligation does not prevent us from executing the same or similar orders for other clients.

# Fees, Expenses and Terms of Payment

The fee is specified in the order confirmation. Unless expressly agreed otherwise, the fee is based on our applicable hourly rates and the actual time spent. Estimates of costs are based on the assessment of the work that will be necessary in the future as part of the task and assume the fulfillment of the customer's obligation to cooperate. Such estimates are based on the data provided by the customer. As a result, such cost estimates are not binding for the definitive calculation of the fee. Cost estimates and other details of fees or expenses are exclusive of VAT.

Subsequent changes to the service content that are necessary or desired by the customer lead to an appropriate adjustment of the fee. We can demand appropriate advances on fees or expenses and issue interim invoices for work performed and expenses. We can make the execution of further activities dependent on the full settlement of the amounts claimed.

Fee invoices and statements of expenses are due for payment according to the specifications on the invoice or statement.

# LIMITATION OF LIABILITY

We are responsible for careful fulfillment of the order in compliance with the requirements of the profession.

We are liable for damages from our services within the legally mandatory framework, namely in the case of illegal intent or gross negligence. For the negligent breach of his obligation, liability is limited to a maximum of twice the annual fee for the order in question, insofar as this is legally permissible.

If the behavior of the customer is jointly responsible for the damage incurred, we are released from liability. In particular, incomplete, contradictory or late information and documents as well as information or documents that have not been passed on are considered jointly responsible behavior.

# Our Warranties

If the production of a work within the meaning of Art. 363 OR was agreed, the customer is entitled to have any defects rectified by us. If the rectification fails, the customer can demand a price reduction or withdrawal from the contract. Insofar as there are claims for damages beyond this, the limitation of liability according to Section 8 applies.

# Dissolution of the Contract and its Consequences

The contract can be terminated by either party at any time in writing and with immediate effect or at the end of a specific date.

In the event of termination, the services rendered up to the point at which the contract was terminated must be paid for by the customer. The services provided are to be paid for by the customer on the basis of the actual time required and the applicable fee rates plus the expenses incurred.

If the contract is terminated at an inopportune time, the terminating party undertakes to compensate the other party for the damage it incurs as a result of the untimely termination of the contractual relationship.

In the event of termination due to a breach of contract by one party, this party shall compensate the terminating party for the damage incurred by it as a result of the termination.

# Documents and Data

Upon termination of the contractual relationship, we shall make the customer's documents and data available in a form to be agreed. The corresponding services of us are subject to a fee. We are entitled, but not obliged, to keep copies of the customer's documents and data for the purpose of documenting the services we have provided.

The customer is responsible for storing the documents and data and for complying with legal regulations.

# Severability Clause

Should one of the provisions of these general terms and conditions be or become void, invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

# General

These terms and conditions can be modified by us at any time. If the customer does not reject the new terms and conditions within a period of 60 days after notification, they are deemed to have been approved.

The order confirmation and these General Terms and Conditions are subject to Swiss law.

The parties agree that our legal headquarters shall be the sole place of jurisdiction for all disputes that arise related to this.

The legal place of performance is in our official registered headquarters.