



Law Firm Bergt and Partners Ltd.

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Register no.: FL-0002.685.478-1

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General Terms and Conditions

(June 2022)



1. Scope of Application

These Terms and Conditions apply to all of our services which are performed and offered in the course of a contractual relationship (hereinafter also referred to as "Mandate") existing between you as a client and the Law Firm Bergt and Partners Ltd. ("we"; "us"; "our"; "Law Firm").

2. Data Protection

We take data protection very seriously. In the course of fulfilling our contractual obligations and in the course of correspondence with you, we collect and process personal data. The data processing of personal data carried out by us is carried out in compliance with the General Data Protection Regulation (EU) 2016/679 and the national data protection legislation (Data Protection Act, Data Protection Ordinance as well as data protection provisions explicitly stated in secondary legislation as amended).

When mandate is granted, you therefore expressly agree that we may process, transfer or transmit personal data relating to you and/or your company (within the meaning of the applicable data protection legislation) to the extent that this appears necessary and expedient for the fulfilment of the tasks assigned to us by you or results from our legal obligations.

The relevant data protection information can be found in the form of a data protection declaration on the Law Firm's website. This Privacy Policy forms an integral part of these Terms and Conditions.

In most cases, the Law Firm acts as a processor. In this context, the Law Firm prepares the required documentation or endeavours to prepare the necessary documents with the responsible party within a reasonable period of time.

3. Mandate and Power of Attorney

We perform our services within the framework of and on the basis of a separate engagement letter. The present General Terms and Conditions shall be deemed to be an integral part of the engagement letter drawn up by us.

We do not provide any kind of advice or counselling on tax law and we do not participate in the planning and execution of financial or real estate transactions. In such matters it is recommended consulting with separate experts.

The powers of attorney and duties granted by the client for the assignment are written down in a legally binding manner in the engagement letter, whereas we act exclusively on your instruction.

4. Your Duties to Inform and Cooperate

As part of the conflict of interest check and procedure in the onboarding you are required to provide us with any necessary documentation and further documentation may be requested during the ongoing mandate. After granting the mandate, you are obliged to inform us immediately of all information and facts that could be of importance in connection with the performance of the mandate and to make all necessary documents available to us.

During the mandate, you are obliged to inform us of all changed or newly occurring circumstances that could be of importance in connection with the performance of the mandate as soon as they become known.

We may rely on the documents obtained from you for the fulfilment of our obligations in connection with data protection law. You are obliged to provide us with all information and documents necessary for the fulfilment of our order without delay.

5. Entitlement to Remuneration

Unless otherwise agreed with the client, we are entitled to an appropriate time-based fee, which is calculated according to the risk associated with the assignment. It is agreed that the value of the claim plus the accessory claim shall remain stable.

If a lump-sum fee is agreed, an advance payment on costs amounting to 40% of the order sum shall be paid unless the engagement letter provides otherwise.

Value added tax at the statutory rate, necessary and reasonable expenses (e.g., travel expenses, telephone, fax, copies) as well as cash expenses paid on your behalf shall be added to the fee due to us / agreed with us.

You acknowledge that any estimate made by us of the amount of the fee likely to be payable, which is not expressly stated to be binding, is non-binding and not to be regarded as a binding quotation) because the extent of the services to be provided by us cannot, by their nature, be reliably assessed in advance.

We are entitled at any time, but in any case, on a quarterly basis, to issue invoices and to demand advances on costs. In the absence of an agreement to the contrary, the accrued fees will be invoiced on a monthly basis or if CHF 3,000.00 is exceeded.

You confirm that you are the ultimate beneficial owner of all funds and are our contractual partner (not acting on behalf of third parties).

If you qualify as an entrepreneur within the meaning of the KSchG (Consumer Protection Act), an invoice sent to you and duly itemised shall be deemed to have been approved if and insofar as you do not object in writing within 10 days (receipt by us shall be decisive) of receipt.

If you are in default of payment of all or part of the invoice, you shall owe us default interest at the statutory rate. Interest on arrears shall be 5% per annum vis-à-vis consumers and 8% per annum above the reference interest rate vis-à-vis entrepreneurs. Any further legal claims shall remain unaffected.

Cash expenditures, material and expenses (e.g., due to purchased external services) can, at our discretion, be passed on to you for direct payment, unless the engagement letter contains a deviating regulation.

If a mandate is placed by several clients, they shall be jointly and severally liable for all claims arising therefrom.

6. Avoidance of Conflicts of Interest



On the basis of the information provided to us by you, we have tried to check to the best of our knowledge and belief whether the mandate to be initiated could entail a conflict of interest. Should a conflict of interest become apparent in the course of the business relationship due to further circumstances, we will endeavour to find a mutually acceptable and justifiable solution. However, if the mandate awarded to us must nevertheless be terminated due to the identified conflict of interest, our claim for the fees and expenses incurred until the termination of the mandate shall remain unaffected.

7. Our Liability

Our liability for damages for which we are responsible is limited to the amount of the fees that you have paid to us. In any case, the liability of the Law Firm and its representatives is limited to the amount covered and paid by our professional liability insurance, up to the maximum insured amount.

Liability for negligence is excluded vis-à-vis entrepreneurs.

Liability for slight negligence is excluded vis-à-vis consumers.

The risk of accidental loss shall be borne by the customer.

Liability for intent remains unaffected. If the liability of the Law Firm is excluded or limited, this shall also apply to the personal liability of its employees and vicarious agents.

We shall not be liable for actions taken on the basis of incomplete, misleading, deceptive or incorrect information provided by you or documents made available to us.

Within the framework of the provision of services with individual partial or sub-services provided by commissioned third parties (in particular external experts, consultants, etc.) who are neither employees nor shareholders acting in any other capacity, insofar as they were commissioned by us without your consent, we are only liable in the event of fault in their selection.

If you have commissioned several persons in the same matter, we shall not be liable for any damage caused by your other representatives or advisors. We are not liable to third parties.

Except in cases provided for by mandatory law, no partner, director, officer, employee or other representative of the Law Firm shall be personally liable to you in his or her respective capacity.

8. Limitation / Preclusion

Unless a shorter limitation or preclusive period applies by law, all claims against us shall be forfeited for you as an entrepreneur within the meaning of the KSchG (Consumer Protection Act) if they are not asserted by you in court within six months from the time at which you became aware of the damage and the person causing the damage or of the event otherwise giving rise to the claim, but at the latest after the expiry of five years after the conduct (breach) causing the damage (giving rise to the claim).

For you as a consumer within the meaning of the Consumer Protection Act (KSchG), all claims, but not warranty claims, against us shall expire if they are not asserted by you in court within one year from the time at which you became aware of the

damage and the person causing the damage or of the event otherwise giving rise to the claim, but at the latest after the expiry of five years after the conduct causing the damage (giving rise to the claim) (breach).

9. Termination of the Mandate

The mandate may be terminated by you or us at any time without notice and without giving reasons, unless otherwise agreed in the engagement letter. Our fee claim remains unaffected by this.

After termination of the assignment, we are not obliged, subject to mandatory statutory provisions, to notify you of a specific deadline by which you must do or refrain from doing something in order to preserve a claim or right.

10. Retention of Documents

We are obliged to keep the files in accordance with the law from the end of the assignment and to hand over copies to you during this period if required.

Upon request, the Law Firm shall return the original documents after termination of the contractual relationship. The Law Firm is entitled to retain copies of these documents as long as this is necessary for contractual or legal obligations.

11. Applicable Law & Jurisdiction

The Terms and Conditions and the contractual relationship governed by them shall be governed by Liechtenstein law to the exclusion of the provisions of private international law, unless this conflicts with mandatory consumer protection provisions of the Member State in which you as a consumer have your principal place of residence.

For legal disputes arising from or in connection with the contractual relationship governed by the Terms and Conditions, including disputes about its validity, it is agreed that the court with subject-matter jurisdiction at our registered office shall have jurisdiction, unless this conflicts with mandatory law.

The Law Firm reserves the right to assert claims against you at your ordinary place of jurisdiction as well as at any other competent court.

12. Severability Clause

The invalidity of individual provisions of these GTC or of the contractual relationships regulated hereby shall not affect the validity of the remaining agreements. The contracting parties undertake to replace invalid provisions with a provision that comes as close as possible to the economic result of the invalid provision.

13. Communication

Our communications to you shall be deemed to have been received if they are sent to the address provided by you when



the mandate was granted or to the changed address subsequently notified to us in writing. However, unless otherwise agreed, we may correspond with you in any manner we deem appropriate.

Declarations to be made in writing in accordance with these conditions may - unless otherwise stipulated - also be made by fax or e-mail.

In the absence of written instructions to the contrary, we shall be entitled to conduct e-mail correspondence with you in non-encrypted form. You declare that you have been informed of the associated risks (in particular access, confidentiality, alteration of messages in the course of transmission) and that, being aware of these risks, you consent to the e-mail correspondence not being conducted in encrypted form.

14. Right of Withdrawal and Consequences of Withdrawal

You as a consumer have the right to withdraw from this contract within 14 days without giving any reason if it was concluded at a distance. The withdrawal period is 14 days from the day of the conclusion of the contract. In order to exercise your right of withdrawal, you must inform the Law Firm by means of a clear declaration (e.g. letter or e-mail) of your decision to withdraw from this contract. You can use the attached standard "withdrawal form" for this purpose. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If you withdraw from this contract, we must refund all payments we have received from you without delay and at the latest within 14 days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract. Reasonableness of the amount means the remuneration agreed with you and already incurred for services rendered.

If you exercise your right of withdrawal, we will no longer perform services for you.



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Standard Withdrawal Form

If you wish to withdraw from the contract, please complete this form and return it to us.

I hereby withdraw the contract concluded by me for the provision of the commissioned services:

Mandated on _____

Your Name _____

Your Address _____

Date _____

Your Signature _____