

General Terms and Conditions (GTC)

1. Service providers

a&o kreston ag, Schochenmühlestrasse 4, 6340 Baar, a public limited company with its registered office in Baar, Switzerland (CHE- 316.363.131, hereinafter referred to as a&o kreston ag) shall provide the Services and/or Products (hereinafter the Services) to the Business Customers (hereinafter the Principal; the Principal and a&o kreston ag hereinafter individually a party or collectively the Parties).

2. Scope

These General Terms and Conditions apply to the contracts between a&o kreston ag (hereinafter referred to as "a&o kreston ag") and its clients for the services described in the order or in the offer, unless otherwise expressly agreed in writing or mandatorily required by law.

3. Scope and execution of the services

The subject of the contract is the agreed service, not a specific economic success. a&o kreston ag undertakes to carry out the contractual work with the necessary care. Checking the accuracy, completeness and correctness of the documents and figures provided, in particular the bookkeeping and balance sheet, is only part of the contract if this has been agreed in writing.

If the scope of the agreed service is extended during the ongoing work at the request of the client, the corresponding additional expenses shall be paid separately by the client. Subsequent changes to the scope of services require either written confirmation or confirmation in text form (letter or e-mail) by a&o kreston ag.

a&o kreston ag shall be entitled to call in employees, expert third parties and companies to provide its services. a&o kreston ag shall remain responsible for the provision of services by the third parties involved in accordance with the contract. If a third party is engaged in the interests of or on behalf of the customer, a&o kreston ag shall only be responsible and liable for the careful selection, instruction and supervision of the third party. a&o kreston ag shall transfer all obligations resulting from the contractual relationship to the third party engaged.

4. Duty of disclosure of the principal

The Customer is obliged to provide a&o kreston ag with all documents necessary for the fulfilment of the contract in good time, even without special requests, and to inform a&o kreston ag of all processes and circumstances that may be of significance for the provision of the service. This shall also apply to documents, processes and circumstances that only become known during a&o kreston ag's activities.

5. Contracting parties

a&o kreston ag can also conclude contracts online with clients. By submitting orders, the person placing the order declares that they are authorized to place orders on behalf of the customer.

If a&o kreston ag concludes a contract with a customer who is not capable of acting or contracting or who is not domiciled

in Switzerland by mistake and/or due to incorrect information provided by the Customer, a&o kreston ag reserves the right to withdraw from the contract at no cost to a&o kreston ag.

6. Ordering procedure / Conclusion of contract / Subject matter of the order

All information about the services of a&o kreston ag available on www.kreston.ch is non-binding and subject to change at any time unless it is expressly designated as binding.

The acceptance of the offer and thus the conclusion of the contract shall only take place upon delivery of a written (by letter or via electronic data transmission) order confirmation (hereinafter the order confirmation) by a&o kreston ag and/or by execution of the order by a&o kreston ag.

The subject matter of the order to be performed by a&o kreston ag as well as its content, services and fee are set out in the order confirmation addressed to the Customer and duly signed. Confirmations by the Customer that deviate from this shall only apply if they have been expressly accepted by a&o kreston ag in writing.

7. Securing the independence

The client shall ensure that anything that could jeopardize the independence of a&o kreston ag's employees is refrained from. This applies in particular to offers of employment and offers to accept orders for their own account.

8. Reporting, oral information

If a&o kreston ag is required to present the results of its activities in writing, only the written presentation shall be authoritative. Unless otherwise agreed, all reports, expert opinions, results of investigations, etc. shall be provided in writing.

Verbal statements and information provided by employees of a&o kreston ag outside the agreed scope of services shall always be non-binding.

9. Time data

Deadlines and time specifications (hereinafter collectively referred to as time specifications) shall only be binding on a&o kreston ag if they have been expressly confirmed by a&o kreston ag in writing. Confirmations shall be subject to the condition that the Customer fulfils its obligations to cooperate in a timely manner. If a&o kreston ag is unable to carry out the work assigned to it within the agreed time due to failures for which a&o kreston ag is responsible, the Customer shall grant a&o kreston ag a reasonable grace period for performance of the contract.

10. Industrial property rights/rights of use

Insofar as copyrights or other industrial property rights exist in the work results produced by a&o kreston ag for the Customer, documents, know-how, evaluations and/or computer programs provided to the Customer, these shall remain with a&o kreston ag. The Customer shall be granted non-transferable and non-exclusive rights to use the work results produced by a&o kreston ag and/or documents, evaluations and/or EDP programs provided to it for its own use in perpetuity.

The extension of the rights of use to third parties (including any companies related to the Customer) shall require the express consent of a&o kreston ag. a&o kreston ag shall be entitled to freely use the ideas, concepts, methods and techniques used in the performance of the contract, including the know-how acquired, for other purposes. The confidentiality of confidential data and documents of the customer shall be maintained in all cases.

If, contrary to expectations, claims are made against a&o kreston ag due to alleged infringements of intellectual property rights, a&o kreston ag shall be entitled to terminate the Customer's right of use without notice. In such a case, the Customer shall be entitled to reimbursement of the remuneration paid to a&o kreston ag for the relevant service. Any other or further liability (see clause 14.) of a&o kreston ag is excluded.

11. Passing on professional statements/advertising

The disclosure of professional statements of a&o kreston ag to third parties requires the written consent of a&o kreston ag, unless consent to disclosure to specific third parties is already evident from the content of the contract. The use of a contractual partner's logo or company name as well as professional statements or the fact of the contractual relationship for advertising purposes requires the express written consent of a&o kreston ag. However, the Customer expressly agrees that a&o kreston ag may name the Customer as a reference. Furthermore, a&o kreston ag may use the fact of the contractual relationship and its specific activity as a reference, for example within offers or at events.

12. Exchange of master data of the principal

The client's master data includes the client's name, address and contact persons (including their contact details), general description of the type of mandate, risk assessment, sector, legal form, sanctions review, key financial data and other information necessary for the performance of the commissioned work. Where necessary, a&o kreston ag may exchange such master data with other a&o kreston ag companies and/or third parties, in particular for the following purposes:

- i. for financial reporting,
- ii. to coordinate the client and mandate acceptance process and to ensure independence and avoid conflicts of interest.
- iii. for the planning and coordination of mandate work, and
- iv. to clarify the client's needs and to communicate in this regard.

Further information on the handling of the client's data can be found in a&o kreston ag's Data Protection Policy.

13. Remedying defects

If the production of a specific work result has been agreed in writing in the order or in the quotation, the customer shall be entitled to rectification of any defects by a&o kreston ag.

The Customer may only demand a reduction in price or rescission of the contract if the rectification fails. A claim for reimbursement of the costs incurred by the Customer in order to achieve proper performance is excluded. Insofar as claims for damages exist beyond this, clause 15 shall apply.

The claim for rectification of defects must be asserted by the client in writing immediately after their discovery. The claim shall expire six months after delivery of a written statement by a&o kreston ag or - if no written statement is delivered - six months after completion of the activity complained of by a&o kreston ag.

Obvious inaccuracies, such as typing and calculation errors and formal defects contained in a professional statement (report, expert opinion, etc.) by a&o kreston ag may be corrected at any time by a&o kreston ag vis-à-vis the client and third parties. Inaccuracies that are likely to call into question the results contained in a&o kreston ag's professional statement shall entitle a&o kreston ag to retract the statement, including vis-à-vis third parties. In the aforementioned cases, the client of a&o kreston ag must always be heard beforehand.

a&o kreston ag shall fulfil the warranty by, at its own discretion, rectifying a defect free of charge or carrying out the assigned work again. Any further obligation - including withdrawal from the contract or reduction of the fee - is excluded.

14. Liability / fulfilment / limitation of warranty

In connection with the services provided by a&o kreston ag and the recommendations made by it, the client acknowledges that the recommendations are based on the experience of a&o kreston ag and on the information provided by the client, inter alia, about its business and the relevant market. Statements about expectations, forecasts or recommendations are not made by a&o kreston ag in the sense of a guarantee.

The value of such services depends, among other things, on the effective cooperation and implementation by the client and its employees.

a&o kreston ag shall not be liable to the Customer for damage caused without fault or due to slight negligence on the part of a&o kreston ag.

a&o kreston ag shall also not be liable for the accuracy, completeness and correctness of the documents handed over or transferred by the Customer.

a&o kreston ag shall be responsible for the careful fulfilment of its contractual obligations and shall be liable for any direct damage in connection therewith which it causes intentionally or through gross negligence. Otherwise, in particular in the case of slight negligence as well as for indirect damages, consequential damages such as loss of profit, unrealized savings, work unilaterally arranged by the customer with third parties, the customer's own expenses, claims by third parties, damages due to loss of data, etc., liability is excluded.

For partners and employees of a&o kreston ag as well as for third parties engaged by a&o kreston ag, the same limitations of liability set out above shall apply.

15. Secrecy towards third parties

a&o kreston ag is obliged to maintain secrecy about all confidential, i.e. not generally known and publicly accessible facts that become known to it in connection with its activities for the client, regardless of whether these relate to the client itself or its or their business relations, unless the client releases it from this obligation to maintain secrecy.

a&o kreston ag may only hand over reports, expert opinions and other written statements on the results of its activities to third parties with the consent of the Customer.

a&o kreston ag is authorized to process the personal data entrusted to it in the course of fulfilling the contract or to have it processed by third parties.

16. Intellectual property and other rights

Any work results (such as reports, expert opinions, statements, presentations, studies, evaluations, concepts, graphic designs, texts, electronic data, computer programs, etc.) as well as the associated intellectual property rights and other rights (hereinafter referred to as intellectual property rights) shall remain the sole property of a&o kreston ag.

The Customer shall have a right of use to the work results created for him by a&o kreston ag within the scope of the order, which is intended exclusively for his own use (this also includes making the work results available to creditors and shareholders). This right of use is neither transferable nor exclusive. The work results, or parts and excerpts thereof, may only be further processed, modified, published, reproduced, passed on or otherwise distributed by the client with the consent of a&o kreston ag, unless this is expressly included in the order and recorded in writing. Any further property rights of third parties shall remain reserved. Special formal requirements concerning the transfer of industrial property rights are reserved in all cases.

17. Place of performance

a&o kreston ag may also provide its services on its own platform / systems (subject to the use of third-party data processing systems as set out in clause 40 "Third-party services / exchange of information / data processing"). If desired and/or necessary for the fulfilment of the contract, a&o kreston ag shall carry out the work at the Customer's location or that of a third party. The travel time required for this shall be invoiced at the agreed rates, unless otherwise agreed in writing (see clause 25 Entitlement to fees).

In the case of external work, the Customer shall ensure that a&o kreston ag has authorized access to the premises and, if necessary, to the data, information and systems available there. The Customer shall indemnify a&o kreston ag and hold a&o kreston ag fully harmless against any claims that third parties may assert against a&o kreston ag in the absence of the necessary authorizations.

18. Storage and publication of work results and files

a&o kreston ag generally does not retain any reference files. If a&o kreston ag does retain them, a period of applicable statutory retention obligations for agents shall apply. However, this obligation shall expire before the end of this period if a&o kreston ag has returned the reference files to the Customer or if a&o kreston ag has requested the Customer in writing to take receipt of the reference files and the Customer has not complied with this request within three months of receiving them.

The reference files shall include all documents that a&o kreston ag has received from or on behalf of the Client in connection with its professional activities.

19. Archiving of data and documents in electronic form

The archiving of data and documents in electronic form is carried out in compliance with the highest standards of data security and data protection. The same deadlines of the applicable statutory retention obligations for agents apply. a&o kreston ag undertakes to treat all transmitted data and documents confidentially and to use them exclusively in accordance with the applicable statutory provisions. The archiving services include the storage, backup and, if necessary, destruction of the data after expiry of the agreed retention period.

20. Obligations of the client to cooperate

The Customer shall be obliged to create all legal and organizational conditions and provide any other cooperation required to enable a&o kreston ag to properly perform the contractual services. In particular, the Customer shall, without special request, provide all documents and information and make the declarations that a&o kreston ag requires for the proper execution of the order. In particular, the Customer shall inform a&o kreston ag in good time of any third-party property rights, special technical requirements or official regulations addressed specifically to the Customer and relevant to a&o kreston ag. As an agent, a&o kreston ag is authorized to legally represent the Customer. For this purpose, the Customer shall grant a&o kreston ag a separate written power of attorney.

As long as the Customer has not fulfilled these obligations to cooperate, a&o kreston ag shall be entitled to suspend the work or not to commence it at all, irrespective of any current deadlines or agreed timescales.

The Customer shall also be obliged to inform a&o kreston ag of any changes that occur at the Customer's premises and that could be of significance for the execution of the order.

Unless specifically mentioned in the description of the scope of services, a&o kreston ag shall not be obliged to check the information and documents received from the Customer or the instructions issued for their factual accuracy and formal completeness. Rather, a&o kreston ag may assume that documents, information, declarations and instructions are correct and complete in terms of content and are factually binding.

If the Customer breaches its duty to cooperate, a&o kreston ag shall be entitled to charge the Customer for any additional expenses and any damages incurred.

21. Default of acceptance, insufficient cooperation by the client or third parties commissioned by the client

If the production of a specific work result has been agreed in writing in the order or in the offer, and if the Customer or a third party commissioned by the Customer defaults in accepting the service offered by a&o kreston ag, or if the Customer or a third party commissioned by the Customer fails to cooperate as required (cf. clause 3 Scope and execution of services) or otherwise, a&o kreston ag shall be entitled to terminate the contract without notice. This shall not affect a&o kreston ag's right to claim compensation for any additional expenses incurred as a result of the delay or failure to cooperate on the part of the Customer or a third party commissioned by the Customer, or for any damage caused. In particular, the Customer shall indemnify A&o kreston against third-party claims.

22. Financial intermediary activities

a&o kreston ag is authorized to outsource financial intermediary activities to third-party companies. In accordance with the Anti-Money Laundering Act (Art. 2 para. 3 let. a of the AMLA), these companies must be affiliated to a self-regulatory organization. The general due diligence obligations (Art. 10 AMLA) include in particular: the identification of the contractual partner and any person acting on his behalf. The verification of agency relationships (determination of the identity of the beneficial owner if the contracting partner is acting on behalf of another person). If the mandate is identified as relevant to the AMLA in the context of the order confirmation, we would like to point out that we are obliged to request further documents and records and to charge a processing fee of CHF 500 net per year; the data updates may be incurred annually depending on the risk assessment.

23. Execution / involvement of third parties

As a rule, a&o kreston ag shall execute the orders by its own a&o kreston ag employees. If a&o kreston ag deems it necessary or useful, external specialists, experts and other auxiliary persons may be called in to fulfil the order. If such third parties are engaged, a&o kreston ag's liability shall be limited to the careful selection, instruction and supervision of the same. The Provision of clause 15 shall apply.

24. Cost advances / interim invoices

Unless otherwise agreed, a&o kreston ag may demand advances on fees and expenses from the Customer and issue interim invoices at any time.

Any advances on costs shall be made independently of any cost estimates. They also do not constitute an estimate of the total costs (still) to be incurred in the matter. The actual costs may be higher or lower.

As long as a&o kreston ag has not received the advance payment, a&o kreston ag will generally not start providing the service or may stop any work that has been started at any time, irrespective of any current deadlines or agreed dates. Regarding default of payment (see clause 39 Default of payment/reminder fees/right of retention) hereafter.

25. Fee entitlement / remuneration / reimbursement of expenses / third-party fees / VAT / terms of payment

Agreements on fixed prices can be regularly checked by us for plausibility and adjusted, if necessary, with prior notification to the client, whereby one month in advance is deemed sufficient.

If no fixed price is applied (request for additional services) and no special fee agreement has been made with the client, a&o kreston ag's fee claim shall be calculated on the basis of the actual hours worked in accordance with the agreed hourly rates.

a&o kreston ag shall invoice the client for fees and other claims. Unless otherwise agreed, invoices (including the currently applicable VAT) will be issued excluding a 3.5% flat rate for expenses for the services provided, excluding mileage allowance and actual expenses (e.g. for travel, meals, accommodation). Invoices are due for payment within 20 (twenty) calendar days of the invoice date (hereinafter the

payment deadline), strictly net without deductions. Unless otherwise agreed, payments must be made in Swiss francs. a&o kreston ag is entitled to adjust the hourly rates charged in line with inflation. The basis for the calculation is the inflation index (Swiss national consumer price index). Agreements on instalment payments must be expressly granted in writing (by letter or via electronic data transmission) by a&o kreston ag.

Unless otherwise agreed in writing, invoices shall be issued to the client for the services provided by a&o kreston ag on the basis of the actual hours worked and the applicable hourly rates of the employees involved. a&o kreston ag may demand reasonable advances on remuneration and reimbursement of expenses and make the provision of its services dependent on the full satisfaction of its claims. Several clients shall be jointly and severally liable.

a&o kreston ag's claims for remuneration and reimbursement of expenses may only be offset against undisputed or legally established claims.

As a rule, a&o kreston ag shall issue monthly invoices for its services, unless otherwise agreed.

The Customer undertakes to settle the fee claims of third parties (including their expenses) directly and to indemnify A&o kreston against any obligations entered into or to hold a&o kreston ag harmless in full.

26. Cost estimates

Cost estimates by a&o kreston ag are based on estimates of the scope of the necessary activities and are prepared on the basis of the data provided by the client. For this reason, a&o kreston ag's cost estimates are not binding for the final calculation of the fee. In the event of disputes, a&o kreston ag and the client shall be free to appeal to the arbitration board of the relevant section or the Professional Ethics Committee of TREUHAND I SUISSE and/or EXPERTSuisse.

27. Treatment of confidential information

a&o kreston ag undertakes to treat as confidential all business, operational, technical or other confidential documents, data and information relating to the Customer or its employees and customers (hereinafter referred to as Confidential Information) entrusted to it, obtained during and prior to the performance of the contract or otherwise becoming known to it.

a&o kreston ag undertakes to use all Confidential Information only for the performance of the contract, to store it carefully and, in particular, to protect it appropriately from unauthorized (including electronic) access. With regard to confidential information, a&o kreston ag shall comply with the applicable provisions of the law and its (domestic or foreign) supervisory authorities and professional organizations.

The obligation of confidentiality does not apply.

- (a) insofar as the disclosure of confidential information is part of the content of the order,
- (b) to the extent that the disclosure of confidential information is necessary to protect its own legitimate interests, and
- (c) if a&o kreston ag is obliged to disclose it by law or by order of a court, an authority or a regulator (including self-regulatory organizations).

a&o kreston ag may therefore disclose confidential information in the following cases in particular:

- (i) to third parties who are subject to a statutory and/or contractual confidentiality obligation, insofar as this is necessary for the provision of the services (for example, if a&o kreston ag engages third parties as auxiliary persons),
- (ii) to other, non-contractual employees of a&o kreston ag, insofar as this is necessary for the performance of quality controls, and/or
- (iii) to legal advisors, insurers and a&o kreston ag's risk management in connection with liability and responsibility issues and/or other legal issues.

Confidential information received from the Client shall be returned or destroyed or deleted upon completion of the work in accordance with the Client's instructions. Excluded from this

- (i) the retention of copies to the extent required by law, guidelines of professional or self-regulatory organizations or by order of a court, authority or regulator (including self-regulatory organizations), and
- (ii) are backup copies made in accordance with normal business practice and through an automated data backup system.

These obligations apply both for the duration of the performance of the order and after its termination. cf. clause 40 Order processing/data protection) hereafter.

28. Binding nature of the work results

Reports, expert opinions, statements, presentations, etc. prepared by a&o kreston ag shall only be binding upon their legally valid handwritten or electronic signature by a&o kreston ag. In the case of other work results, a&o kreston ag shall record their binding nature in a comparable manner in a corresponding final letter. Drafts, interim results or verbal information may contain deviations from the signed work result and are therefore always non-binding.

29. Termination of the contractual relationship

If a project is in a phase in which consulting and planning activities are still largely required, or if the production of a specific work result has not been agreed, the contractual relationship can be terminated by either party at any time in writing and without notice. If the contractual relationship is terminated prematurely, the fee accrued up to that point will become due based on the effective hourly expenditure and the applicable hourly rates, along with the other costs and the pro rata profit-sharing resulting from the contract. If the termination is untimely, the terminating party is liable for the damage caused to the other party. This applies in particular to the damage incurred by a&o kreston ag because it called in third parties in connection with the execution of the order. In all cases other than those mentioned in paragraph 1 above, the client can terminate the contractual relationship in writing before the agreed service is provided and a&o kreston ag will be fully indemnified, subject to a notice period of 30 days. If the contractual relationship is terminated in writing by a&o kreston ag before the agreed service is provided, taking into account the 30-day notice period, the client must accept the part of the agreed service that has already been carried out and the fee accrued up to

that point on the basis of the effective hourly effort and the respective To pay the applicable hourly rates along with the remaining costs if the part already created is usable for him or her. If a circumstance occurs which makes it unreasonable for a&o kreston ag to execute a contract other than that mentioned in paragraph 1 above, such a contract can be terminated by a&o kreston ag at any time without notice and in writing. If the cause of this circumstance does not lie with a&o kreston ag, the client must fully indemnify a&o kreston ag in the event of termination of the contract.

30. Special agreements

a&o kreston ag is a member of Kreston Global (hereinafter referred to as "Kreston").

Kreston is a global network of independent auditing and tax consulting firms that provide professional services to clients. Each firm is a member of Kreston, a UK limited margin company which does not provide services to its members' clients. Members of Kreston are separate legal entities and are only connected to one another through shared membership in Kreston.

Some Kreston members use Kreston as part of their company. Nothing in Kreston's policies or regulations creates or implies an agency relationship or partnership between Kreston and/or Kreston's member companies.

To support the provision of services to the client, Kreston may occasionally establish contact between the client and partners or employees of other Kreston members. If the client uses the services of these partners or employees in connection with this order, he must make his own contractual arrangements directly with them and they cannot be viewed as clients or representatives of Kreston. Accordingly, Kreston assumes no liability (the provisions of clause 15 apply) for the services they provide for the client. A&o kreston ag assumes any responsibility in connection with this order unless the client makes direct contractual agreements with them. The fact that the contact between Kreston and the client was established by an associated Kreston member does not create any responsibility of that associated Kreston member or its employees for any acts or omissions of Kreston.

By engaging a&o kreston ag, the client agrees that any claims arising from this assignment will be asserted exclusively against Kreston and that no claims in relation to this assignment will be made against any other member of Kreston or against Kreston itself or personally against anyone else involved in the performance of this assignment the person involved can be asserted.

In the event that the client uses or intends to use the services of another Kreston member, the client agrees that Kreston may pass on the client's confidential information to other Kreston members or to the Kreston management, insofar as this information is relevant to them Provision of services by the other Kreston member or relate to services that Kreston provides or has provided for the client.

31. Duration of the warranty

a&o kreston ag's warranty lasts one (1) year from notification of the work results. Any warranty claims are forfeited if the client changes the work result without the consent of a&o

kreston ag or does not follow the recommendations made therein.

32. Inspection obligations / notices of defects

The work results must be checked immediately by the client.

Any complaints must be made to a&o kreston ag in writing (by letter or via electronic data transmission) within 30 (thirty) calendar days of notification of the work results. Defects that cannot be easily identified must be reported by the client immediately upon discovery. Complaints of defects do not entitle the client to withhold the remuneration owed to a&o kreston ag.

33. Data Protection

The customer has read the current data protection policy of a&o kreston ag, as published on the Internet, and has taken note of its contents. a&o kreston ag reserves the right to adapt the data protection policy at any time. The customer must regularly check the data protection policy.

34. Electronic communication

Communication via e-mail, mobile phones or Internet applications involves risks such as the possibility of viewing the content of the message, modifying it or losing it. Such risks can be reduced by encrypted transmission. a&o kreston ag offers Brief Butler as a service for the transmission of encrypted data. This service is subject to the third-party provider's terms of use and privacy policy.

a&o kreston ag endeavors to process emails in a timely manner. However, their receipt may be delayed for technical or operational reasons. a&o kreston ag does not guarantee that emails will be processed in a timely manner. E-mails sent to a&o kreston ag do not constitute compliance with dates and deadlines. To ensure receipt of an email, confirmation must be requested from the recipient.

If the client does not provide written instructions for electronic communication, the client authorizes a&o kreston ag to use unencrypted electronic communication despite knowledge of the corresponding risks. These instructions can be changed at any time by the client. To avoid any ambiguities, they must be communicated to a&o kreston ag in writing in advance.

a&o kreston ag uses the technical process known as electronic or digital signature, which proves the identity of the signatory and the authenticity of an electronic document or electronic data.

At a&o kreston ag, all employees use Skribble (provider for electronic signatures). Other recognized Swiss providers of digital signatures can be considered at the client's request.

35. Exclusion of warranty

Excluded from the warranty are damages caused by force majeure (this includes in particular natural events, mobilization, war, riots, terrorism, epidemics/pandemics, significant operational disruptions, power outages, interruption of telecommunications lines, especially those of the Internet, occurrence of harmful software, labour disputes and official ones measures) that prevent a&o kreston ag from

fulfilling its contractual obligations, and all other reasons that cannot be reasonably controlled by a&o kreston ag and any third parties it may engage, incorrect or late fulfilment of the client's obligations to cooperate or for other reasons, for which a&o kreston ag is not responsible.

36. Default in payment / reminder fees / right of retention

After the payment deadline has expired, the client automatically defaults on payment without further reminder. If reminders are necessary, a&o kreston ag is entitled to charge reminder fees as follows: 1st and 2nd reminders without additional costs; 3rd and final reminder: CHF 50.- (including VAT). Any repayment agreements must be agreed in writing and may be subject to late payment interest of up to 4% from the first due date of the invoice. Further legal steps such as debt collection and the following will be subject to additional fees and/or late payment interest. If reminders are unsuccessful, the fee claims can also be assigned to a company commissioned with debt collection after the third reminder. If debt collection is carried out by third parties, the client owes additional fees for their collection efforts. The company responsible for debt collection will claim the outstanding amounts in its own name and on its own account and may charge additional processing fees.

If the client defaults on payment in whole or in part, all outstanding amounts that the client owes a&o kreston ag under any title become due immediately and a&o kreston ag can demand these immediately and stop any further provision of services to the client, regardless of any ongoing deadlines or agreed appointments.

If the client misses a payment deadline, a&o kreston ag is also entitled to retain any documents, files and/or data from the contractual relationship created by it or in its possession until payment has been received.

37. Third-party services / exchange of information / data processing

For data exchange between a&o kreston ag and the client and for data storage or internal a&o kreston ag processing, the third-party services listed below can be used, among others. Use of these or other services is subject to the usage and data protection regulations of the respective third-party provider.

If these services are also used by the client, this is the client's exclusive responsibility. The client agrees that a&o kreston ag may use electronic media such as telephone and email (in particular unsigned and unencrypted emails) for communication within the scope of executing the order.

a&o kreston ag can process the information it becomes aware of in the course of contract processing, in particular any personal data, in the various jurisdictions in which a&o kreston ag and/or any third parties involved are or will be based.

The order processing provisions listed below apply.

a&o kreston ag takes appropriate measures to ensure that persons who perform system-supporting or controlling functions in the context of processing are subject to the applicable professional, professional, data protection and other legal regulations, in particular the obligation of

confidentiality. The client acknowledges that the applicable provisions may not offer the same level of protection as Swiss law.

a&o kreston ag is entitled to collect, store and process (personal) data that it becomes aware of in connection with the execution of the contract using modern data processing systems as part of the order. a&o kreston ag is also entitled to have its IT system serviced remotely by external companies.

a&o kreston ag is also entitled to use web/cloud tools and have (personal) data processed by them. a&o kreston ag currently works in particular with the following web tools, web-based services and companies that provide digital services:

1Password
AgileBits Inc.
4711 Yonge St, 10th Floor,
Toronto, M2N 6K8,
Canada
<http://1password.com/legal/privacy/>

ABACUS
Abacus-Platz 1
9300 Wittenbach
Switzerland
[Datenschutz | Abacus Research AG](#)

Apple Inc.
One Apple Park Way.
Cupertino, CA 95014,
USA
<https://www.apple.com/legal/internet-services/itunes/chde/terms.html>

Atlassian
Level 6, 341 George Street,
Sydney, NSW 2000,
Australia
[DSGVO | Atlassian](#)

Aumico AG
Hardturmstrasse 161
8005 Zürich
Switzerland
<https://aumico.io/datenschutz/>

Banana.ch SA
Via la Santa 7
6962 Viganella
Switzerland
<https://www.banana.ch/de/node/9245>

BEXIO
bexio AG
Alte Jonastrasse 24
8640 Rapperswil
Switzerland
<https://www.bexio.com/en-CH/policies>

BMD Systemhaus Schweiz AG
Oststrasse 8
8500 Frauenfeld
Switzerland
<https://www.bmd.com/ch>

Briefbutler
hpc DUAL Österreich GmbH
Hasnerstrasse 123 / Top 2.2.4
1160 Wien
Austria
[Datenschutz - BriefButler](#)

Clockify.me
CAKE.com Inc,
2100 Geng Rd STE 210,
Palo Alto, CA 94303,
USA
[Privacy Policy | CAKE.com™](#)

Dropbox
Dropbox Inc.
333 Brannan St.
San Francisco CA-94107
USA
<https://www.dropbox.com/privacy>

Facebook
1 Hacker Wy,
Menlo Park, CA 94025,
USA
[Facebook](#)

Figma
760 Market St Floor 10,
San Francisco, CA 94102,
USA
<https://www.figma.com/de/legal/privacy/>

Firm-it
Oberdorfstrasse 12,
8853 Lachen
Switzerland
[9954de_e37b679539584392bbad1e4f0a9494a2.pdf \(firm-it.ch\)](#)

Google Drive
1600 Amphitheatre Parkway
Mountain View CA-94043
USA
<https://policies.google.com/privacy?hl=en-US>

HubSpot, Inc.
25 First Street, 2nd Floor.
Cambridge, MA 02141,
USA
<https://legal.hubspot.com/terms-of-service>

IncaMail
Post CH AG
Wankdorfallee 4
3030 Bern
Switzerland
<https://www.post.ch/en/pages/footer/data-protection-and-disclaimer>

Instagram".
1 Hacker Wy,
Menlo Park, CA 94025,
USA
[Datenrichtlinie | Instagram-Hilfereich](#)

Intercom
55 2nd Street, 4th Floor,
San Francisco, CA 94105
USA
[How Intercom complies with GDPR | Help Center](#)

Kreston Global
7 Bell Yard,
London WC2A 2JR,
UK
[Sicherheits- und Datenschutzdienste - Kreston Global](#)

Konfigpay
windata GmbH & Co.KG *
Gegenbaurstraße 4
88239 Wangen
Switzerland
[Datenschutzerklärung \(windata.de\)](#)

LinkedIn
605 W Maude Ave,
Sunnyvale, CA 94085,
USA
https://www.linkedin.com/legal/user-agreement? l=de_DE

Microsoft
Microsoft Building 92, NE 36th St,
Redmond, WA 98052,
USA
[Datenschutz – Microsoft-Datenschutz](#)

revio
HELVETRAS GmbH
Kesslerstrasse 9
9001 St. Gallen, Switzerland
[Datenschutz - \(revio.ch\)](#)
SAGE
Platz 10
6039 Root
Switzerland
<https://www.sage.com/en-gb/legal/privacy-and-cookies/>

Skribble AG
Förllibuckstrasse 190
8005 Zürich
Switzerland
<https://www.skribble.com/en-eu/imprint/>

Snap.Share
Ringler Informatik AG
Baarermattstrasse 10
6340 Baar
Switzerland
<http://www.snapshare.ch/privacy-en.html>

TikTok
5800 Bristol Parkway C3
Culver City, Los Angeles, CA 90230,
USA
[Datenschutzrichtlinie | TikTok](#)

WordPress
60 29th St 343,
San Francisco, CA, 94110,
USA
[Deine WordPress.com-Website und die DSGVO – Support](#)

X
Market Square, 1355 Market St suite 900,
San Francisco, CA 94103
USA
[X Datenschutzrichtlinie \(twitter.com\)](#)

Order processing/data protection

a&o kreston ag receives access to personal data and processes it exclusively on behalf of and in accordance with the instructions of the client. The scope and purpose of data processing by the contractor result from these general terms and conditions and the data protection policy.

The provisions of this section apply to all activities in which a&o kreston ag and its employees come into contact with personal data that comes from the client or was collected for the client.

a&o kreston ag may only collect, process or use data in accordance with the client's instructions; This applies in particular to the transfer of personal data to a third country or to an international organization. If the contractor is obliged to carry out further processing, he will inform the client of these legal requirements before processing. The client declares his consent to all data collection, processing and use as well as transmissions described in these General Terms and Conditions and in the data protection policy.

If a&o kreston ag is of the opinion that an instruction from the client violates data protection regulations, a&o kreston ag is entitled to suspend the implementation of the relevant instruction until it is confirmed or changed by the client. a&o kreston ag may refuse to carry out an obviously illegal instruction.

The type of data processed and the group of those affected are described in the a&o kreston ag data protection policy (see clause 34).

Within its area of responsibility, a&o kreston ag will design the internal organization in such a way that it meets the special requirements of data protection. It takes all necessary technical and organizational measures to adequately protect the client's data in accordance with clause 7 of the Data Protection Act (abbr. DSG), in particular measures in the following areas:

- a) Access control
- b) Physical access control
- c) User control
- d) Disk control
- e) Memory control
- f) Transport control
- g) Recovery control
- h) Availability control
- i) Input control
- j) Disclosure control
- k) Detecting and remediating data security breaches

a&o kreston ag reserves the right to change the security measures taken, thereby ensuring that the contractually agreed level of protection is not fallen short of.

In the event of disruptions, suspicion of data protection violations or violations of contractual obligations, suspicion of security-relevant incidents or other irregularities in the processing of personal data by a&o kreston ag, people employed by it as part of the order or by third parties, a&o kreston ag will inform the client immediately in writing or inform in text form.

The same applies to audits of a&o kreston ag by the data protection supervisory authority.

a&o kreston ag is also obliged to provide the client with information at any time if their data is affected by a breach.

a&o kreston ag is entitled to commission third parties as specified in these general terms and conditions and the data protection declaration (see clause 34). Additional subcontractors will only be commissioned if the general terms and conditions or the data protection declaration are adjusted.

If possible, a&o kreston ag supports the client with suitable technical and organizational measures in fulfilling his obligations according to clause 7-9 and clause 25-29 DSG.

If a data subject asserts rights, such as access to information, correction or deletion of their data, directly against a&o kreston ag, the data subject will not respond independently, but will immediately refer the data subject to the client and wait for the client's instructions.

Processing of personal data outside Switzerland

a&o kreston ag can process personal data outside of Switzerland.

If personal data is processed abroad, a&o kreston ag is obliged to ensure that the processing complies with the provisions of this law and the Swiss data protection regulations.

a&o kreston ag must take appropriate measures to ensure that the processing of personal data in the mentioned countries complies with Swiss data protection standards.

a&o kreston ag is obliged to provide data subjects with comprehensive information about data processing abroad, if

desired, including the purposes of processing, the duration of storage and the recipients of the data.

a&o kreston ag must take appropriate technical and organizational measures to ensure the security and integrity of personal data processed abroad.

The transfer of personal data to third parties in EU countries is only permitted if this is done in accordance with Swiss data protection regulations and the provisions of this law.

Notifications:

a&o kreston ag reserve the right to send notifications to customers or employees who have access to bank interfaces and their affiliated banks. Customers have the option to unsubscribe from receiving these notifications by using the "unsubscribe" link provided.

Restriction, Suspension and Termination:

a&o kreston ag are authorized to restrict, suspend or terminate a customer's use of the banking interfaces without prior notice.

In addition, a&o kreston ag are entitled to terminate certain banking interfaces for certain BDL if deemed necessary.

Data log/retention:

For troubleshooting and logging purposes, BDL retains the log data for a period of one month from the date of access to the bank interfaces. This log data includes the database code, the Bank Identifier Code (BIC), the technical actions taken and the exact date and time of these actions.

38. Severability clause

If one of the provisions of these general terms and conditions are or are invalid, void or not enforceable, the validity and enforceability of the other provisions are not affected.

39. Changes

A&O Kreston reserves the right to adapt the terms and conditions at any time. A&O Kreston informs the clients in a suitable manner (e.g. website) about changes to the terms and conditions. If the changes are disadvantageous for the client, he can terminate the contract with A&O Kreston up to ten (10) calendar days before the change came into force at this time. If he fails to do this, he accepts the changes, especially with regard to orders that are already in progress. The changed terms and conditions are also made accessible online on www.kreston.ch.

40. Applicable law and place of jurisdiction

All agreements and the other legal relationships between the parties that are subject to these general terms and conditions are subject to Swiss law, excluding any state contracts.

The place of jurisdiction is the domicile or the branch of A&O Kreston for all disputes that are related to agreements or other legal relationships between the parties that are subject to these general terms and conditions.

Oktober 2024