

## General Terms and Conditions

### 1 Purpose and scope

- 1.1 These General Terms and Conditions apply to all services provided by invicto ag (invicto) to its clients unless otherwise required by law in individual cases.
- 1.2 Upon confirmation of services to be rendered, the client acknowledges these General Terms and Conditions of invicto. These take precedence over any general terms and conditions of the client.

### 2 Subject matter, conclusion, scope and execution of the contract

- 2.1 With regard to the content, scope and performance of the services to be rendered, said services will take precedence. These services must always be agreed separately and in writing.
- 2.2 The engagement is carried out with due diligence in accordance with the principles of professional practice and invicto's internal quality standards.
- 2.3 invicto is entitled to engage employees, expert external consultants, companies and institutions to carry out the services, who act on behalf of invicto (right of substitution). invicto assigns tasks to its employees at its own discretion based on the required number of employees and their qualifications in order to provide services of the highest quality in a cost-effective manner.

### 3 Exchange of information

The parties will maintain all information confidentially, of which they become aware on the occasion of or in connection with the receipt or provision of services within the framework of the execution of the services. All data concerning facts, methods and knowledge which, at least when concretely applied in the context of the execution of the contractual relationship, are not generally known or not publicly accessible, will be deemed confidential. Excluded from this is the disclosure of confidential information for the necessary protection of justified personal interests, insofar as the respective third parties are subject to an equivalent obligation to maintain confidentiality. This confidentiality obligation will exist beyond the termination of the contract. The aforementioned obligation does not prevent invicto from executing the same or similar services for other clients and maintaining confidentiality.

### 4 Use and disclosure of invicto's professional statements

- 4.1 The client agrees that statements, reports, expert opinions ect. issued by invicto within the scope of the engagement are used solely for its own purposes. The disclosure of such professional statements of invicto to a third party requires the prior consent of invicto.
- 4.2 The use of invicto's professional statements for advertising purposes is not permitted without invicto's prior consent.

### 5 Providing professional statements

Invicto's professional statements are deemed to have been fulfilled when they have been sent to the last address notified provided by the client or have been held at their disposal in accordance with their instructions. The date of dispatch is deemed to be the date of the copies or dispatch lists in invicto's possession.

### 6 Complaints, liability and force majeure

- 6.1 Complaints arising from invicto's services must be notified immediately to invicto. invicto must be given the opportunity to rectify the situation.
- 6.2 invicto will only be liable to the client for unlawful intent and gross negligence.
- 6.3 This limitation of liability also applies to all people to whom invicto has entrusted to perform the services (third party).
- 6.4 In the case of substitution, invicto's liability is limited to the correct selection, instruction and supervision of the third party.
- 6.5 E-mail correspondence from and with invicto takes place via public, not specially protected data transmission networks. invicto refuses any liability for damages incurred by the client as a result of transmission errors, technical defects, malfunctions or interventions in the network operators' facilities.
- 6.6 In the event of damage, invicto's liability is limited to the amount of three times the annual fee paid. This also applies in the event of substitution.
- 6.7 In the event of force majeure, the party that is unable to fulfil its contractual obligations as a result will in no way be liable to pay damages to the other party. It will be released from its contractual obligations for as long as and to the extent that the force majeure continues. If the force majeure ceases, the contractual rights and obligations shall resume, unless the force majeure lasts for more than one year. In this case, the party not affected by the force majeure will be entitled, but not obliged, to revoke or terminate the contract in writing.

### 7 Intellectual property and licences

All rights such as intellectual property and/or licensing rights to the documents, products or other work results produced by invicto within the scope of the execution of the services, as well as the know-how developed or used in the process, are the exclusive property of invicto irrespective of any cooperation between invicto and the client. Generally accessible technical and methodology knowledge is excluded from this.

### 8 Fees and reimbursement of expenses, terms of payment and right of retention

- 8.1 The fee will be agreed individually for each specific service. If nothing to the contrary is apparent from the engagement, the fee owed in addition to the reimbursement of

expenses will be based on customary industry rates. Value added tax shall be charged additionally.

- 8.2 The fee rates are determined by the experience and seniority of the staff handling the case, as well as other circumstances, such as the urgency and complexity of the matter.

If invicto is requested to provide a cost estimate in relation to a matter, this cost estimate will be provided to the best of its knowledge; however, the actual costs may be higher or lower. invicto will inform the client if it appears likely that the actual costs will significantly exceed the cost estimate. If it is agreed with invicto that a certain matter will be handled at a certain price (lump sum), invicto is authorised to charge an additional fee for work within the scope of the lump sum arrangement in accordance with the standard hourly rates if this work is more time-consuming, demanding or urgent due to the following reasons: (a) circumstances or information of which invicto was unaware at the time of the estimate or which invicto could not in good faith have foreseen (whether or not the client had knowledge of such circumstances or information); or (b) any client acts or omissions. Any estimates and lump sum prices are exclusive of any taxes, such as value added tax (VAT).

- 8.3 invicto may demand reasonable advances on fees and expenses, and issue invoices on account for work already performed and expenses already incurred.
- 8.4 The client's right to "set-off" is excluded.
- 8.5 For the enforcement of claims against the client arising from the contractual relationship, invicto is released from the duty of confidentiality and professional confidentiality.
- 8.6 Joint clients are liable to invicto as joint and several debtors.
- 8.7 Payment is due within 30 days from the invoice date. invicto is entitled to charge default interest on outstanding amounts at a rate of 5% p.a. from the due date until the date of payment. Unless an invoice is expressly issued in foreign currency, payment must be made in Swiss Francs (CHF) to the account specified in the invoice.

## 9 Termination of services

- 9.1 The services will end by fulfilment or provision of the agreed service(s), by the expiry of the agreed term or by revocation or termination in accordance with clause 9.2.
- 9.2 Both the client and invicto may terminate the contractual relationship at any time. If the service was placed in writing, the revocation or termination must also be made in writing.
- 9.3 If the client is an individual, the service does not expire in the event of their death, declaration of disappearance or incapacity to act. However, if the individual or company become bankrupt or similar proceedings are initiated against them, the service will only expire after its revocation or termination by invicto or the competent authorities.

- 9.4 In the event of service termination, the client is obliged to pay all fees incurred in relation to the work performed by invicto up to the date of termination.

## 10 Retention and release of work output and documents

Subject to longer statutory periods, invicto will retain all documents for a period of 10 years after completion of the service. However, this obligation expires before the end of this period if invicto has requested the client in writing to take receipt of the documents, and the client has not complied with this request within 6 months of receiving them.

## 11 Applicable law and place of jurisdiction

- 11.1 Swiss law is exclusively applicable.
- 11.2 The location of both parties' obligations and the exclusive place of jurisdiction for all types of proceedings is Aarau. However, invicto also has the right to take legal action against the client before the competent court at their place of residence/registered office or before any other competent court.

## 12 Changes to these general terms and conditions

invicto reserves the right to amend or update these General Terms and Conditions at any time. These amendments or updates will be notified to the client in writing or other suitable means and will be deemed approved without objection within one month.

## 13 Terms of validity

Should one of the present clauses be declared invalid, the other provisions of the General Terms and Conditions will remain unaffected. The invalid provisions will be replaced by equivalent, lawful provisions as far as possible.

Aarau, 10 March 2021