

General terms and conditions of business

1. Scope

These general terms and conditions of business apply to all services in the form of consultancy, project management, expert opinions and other activities of **vikuna ag** for its clients, save where expressly stipulated otherwise by law in an individual case (in particular, with a view to the performance of audit activities required by law) or specifically agreed otherwise by the parties in writing.

2. General content of the agreement

- 2.1 The agreement covers the activities agreed in the particular case and which are to be performed by vikuna ag without the guarantee that any particular economic or other consequences will occur. That being so, and regardless of the fact that certain work outcomes may have been made available, vikuna ag cannot make any declarations in the form of expectations, forecasts or recommendations by way of a guarantee that particular circumstances will occur.
- 2.2 Performance dates which are quoted are to be regarded as general targets, unless they have been specifically agreed as binding assurances.
- 2.3 Expert reports, opinions, presentations and so forth do not become binding until they have been signed with due legal validity. In the case of other work outcomes, the binding nature must similarly be set down in an appropriate closure letter. Interim reports and prior work outcomes which are specifically designated as drafts or whose nature as such is apparent from the circumstances, may differ significantly from the final result and are therefore not binding.
- 2.4 vikuna ag may call upon suitably qualified third parties to provide its services. Subsequent amendments to the performance content are conditional upon a suitable adjustment of the agreed fee.

3. Cooperation of clients

Clients must forward to vikuna ag in a timely manner and without the need for any special request to do so, all information and documents needed for proper performance of the services. vikuna ag is entitled to assume that the documents made available and the information provided, together with the instructions given, are both correct and complete.

4. Exchange of information

- 4.1 The parties undertake to refrain from disclosing any confidential information which has come to their attention on the occasion of, or in connection with, the acceptance or provision of services in the context of the performance of the contractual relationship. The term confidential means all data about facts, methods and knowledge which, at least in their concrete application within the framework of the processing of the contractual relationship, are not generally known or accessible to the public. An exception to this rule is the disclosure of confidential information for the necessary safeguarding of justified own interests, to the extent that the third parties concerned are subject to

an equivalent obligation of secrecy. The secrecy obligation continues to exist beyond the termination of the contractual relation. The above obligation does not prevent vikuna ag from performing identical or similar orders for other clients while safeguarding secrecy.

- 4.2 The parties may make use of electronic media, such as the telephone, fax and e-mail, to communicate in connection with the processing of the contractual relationship. When electronic transmission is used, data may be intercepted, destroyed, manipulated or otherwise damaged and may be lost and delayed or arrive in an incomplete form for other reasons. Each party therefore has personal responsibility for taking appropriate measures to safeguard impeccable transmission or reception and to detect elements with errors of content or technical defects.
- 4.3 vikuna ag may arrange for the information which comes to its attention, including in particular personal data of clients, to be processed by EDP technology or by third parties. As a result, the information will likewise become accessible to persons who perform system management and controlling functions within the framework of the processing operation.

5. Protected rights and rights of use

- 5.1 All protected rights, including intellectual property and licence rights in documents, products or other work outcomes prepared by vikuna ag on the occasion of the processing of the contractual relationship, together with the know-how developed or used on that occasion, shall remain vested exclusively in vikuna ag, despite cooperation between vikuna ag and the client.
- 5.2 vikuna ag grants the client in each case a non-exclusive and non-transferable right of use, for own ongoing use only, in respect of the documents, products and other work outcomes made available to him, together with the accompanying know-how in each case.
- 5.3 The disclosure of documents, products and other work outcomes or parts therefore, together with individual professional statements made to third parties by the client, is permitted only with the express written consent of vikuna ag.
- 5.4 The client shall refrain from amending the documents made available to him by vikuna ag, in particular those used for binding reporting. The same provision shall likewise apply to products and other work outcomes, in so far as further processing by the client is not their specific purpose.
- 5.5 Any mention of the contractual relationship existing between the parties, in particular for advertising purposes or as a reference, is permitted only with the mutual consent of both parties.

6. Fees and disbursements

- 6.1 In the absence of any specific statement, the fee of the consultancy company is to be determined on the basis of the fee recommendation of the Swiss Audit Chamber.
- 6.2 Over and above its entitlement to fees, vikuna ag is likewise entitled to the refund of disbursements and third party fees incurred. If vikuna ag makes use of the services of third parties to provide its services, the client undertakes, on request, to settle the fee claims of, and outgoings incurred by, such third parties directly and to release vikuna ag from commitments entered into.
- 6.3 Advance estimates of costs are based on the estimated scope of the activities which are necessarily to be performed and will be drawn up on the basis of the data stated by the client. They are

therefore not binding for the purpose of the final fee calculation. Cost estimates and other statements of fees or disbursements are understood to be quoted exclusive of value added tax.

- 6.4 vikuna ag may require the payment of suitable advances on fees and disbursements and may issue individual or regular interim invoices for work already done and disbursements incurred. In the event of a claim for an advance or the issue of an interim invoice, it may make the performance of further activities dependent upon payment in full of the amounts claimed.
- 6.5 Fee accounts and statements of disbursements are payable within 30 days to the account indicated by vikuna ag.

7. Liability

vikuna ag is liable for any breach of its obligations caused by deliberate intent or negligence. In the event of negligent breach of its obligations, liability is limited, in so far as this is permitted by law, to not more than three times the fee for the order concerned.

8. Warranty

If work production within the meaning of Art. 363 OR was agreed, the client shall be entitled to the elimination of any defects by vikuna ag. Should such attempted repair fail, the client may claim a fee reduction or withdraw from the contract. Any more far-reaching claims for compensation which may exist shall be governed by Section 7.

9. Cancellation of the contract and consequences thereof

- 9.1 The contract may be ordinarily terminated by both parties at any time in writing with immediate effect or upon the expiry of a stipulated date.
- 9.2 In the event of ordinary termination of the contract, the client shall be required to pay for the services provided until the time of contract termination on the basis of the effective number of hours worked and the hourly rates applicable at any particular time, plus disbursements incurred. vikuna ag shall also be fully indemnified by the client.
- 9.3 In the event of untimely ordinary termination, the party who gives notice shall be required to make good to the other party the prejudice suffered as a result, where appropriate over and above the fee claim on the basis of the effective number of hours worked and the hourly rates applicable at any time plus disbursements incurred.
- 9.4 In the event of extraordinary termination because of breach of contract by either party, the latter must make good to the party who gives notice the prejudice suffered by him as a result of such notice, where applicable over and above the fee claim on the basis of the effective number of hours worked and at the currently applicable hourly rates, plus any disbursements incurred.

10. General

- 10.1 This agreement shall be governed by Swiss law.
- 10.2 All disputes arising out of this agreement shall fall within the sole jurisdiction of the court at the place where vikuna ag has its branch establishment, save where a different court has sole jurisdiction on the basis of binding statutory provisions.