

# General Terms and Conditions (7/2018)

## 1. Applicability of the General Terms and Conditions

Walder Wyss Ltd (**Walder Wyss**) is a company limited by shares with its registered seat in Zurich, Switzerland.

These General Terms and Conditions (**GT&C**) apply to any instructions given to Walder Wyss and to any legal relationship that arises as a result thereof or in connection therewith, including any follow-up instructions or engagements by the client (**Client**). They apply except to the extent that Walder Wyss has agreed on different terms with the Client in writing (e.g., in an Engagement Letter). In case of discrepancies between any Engagement Letter, these GT&C, and any power of attorney issued by the Client the respective documents shall prevail in that order.

These GT&C are also stipulated on behalf of those legal entities, natural persons such as employees, counsels or partners and third parties that are directly or indirectly involved in any way in the execution of the instructions and all legal entities and natural persons for whose actions Walder Wyss may be liable.

## 2. Engagement and Instructions

Any engagement between Walder Wyss and the Client shall be subject to Walder Wyss' express acceptance of such engagement.

All engagements are deemed to have been given to and accepted by Walder Wyss, also if it is the Client's express or implied intention that an engagement be performed by a specific person. This applies in particular also where a power of attorney is issued to a specific person.

Walder Wyss will take instructions from the Client, or such person or persons designated by the Client for this purpose. The Client agrees that Walder Wyss shall be entitled to rely on such instructions given by such person or persons.

The Client will ensure that Walder Wyss is supplied with all information that Walder Wyss reasonably requires to perform its engagement or that is material to its engagement in a timely manner. Unless the Client has expressly asked Walder Wyss to do so, Walder Wyss will not verify or check any information provided to it by the Client, or by others on the Client's behalf, and the Client acknowledges that Walder Wyss shall be entitled to rely on such information when performing its obligations under the engagement.

In the event that Walder Wyss is acting for the Client on several matters, the Client should not assume that information the Client provides to a person working on one matter will be communicated to a person working on another matter. The Client should therefore provide all information that has a bearing on a matter directly to the relevant team.

## 3. Fees and Invoicing

### 3.1. Rates / Legal Fees

Unless agreed otherwise, Walder Wyss charges and the Client agrees to pay for Walder Wyss's services on a time-spent basis. Walder Wyss charges for all time spent related to the engagement, including legal research, documentation, meetings, travel etc. Services rendered will be detailed in the invoice in increments of six minutes.

The applicable hourly rates depend on the experience and seniority of the involved professionals. Walder Wyss reserves the right to change its rates on an annual basis.

If Walder Wyss represents the Client before courts or authorities, Walder Wyss's fees shall in no event be less than the amount of compensation awarded to the Client for the costs of legal representation.

Unless explicitly stated otherwise in writing, any quote, estimate or indication of anticipated legal fees shall constitute a non-binding estimate only. Moreover, any quote, estimation, indication, fixed fee, or cap of legal fees is exclusive of expenses, VAT, etc.

### 3.2. Expenses

In addition to legal fees, Walder Wyss charges a lump-sum of 4% of the total legal fees to cover general office costs, including postage, telephone/fax charges, charges for electronic communications, photocopy expenses and expenses for the preparation of documents, database searches etc.

Expenditures exceeding CHF 100.– per item as well as administrative or court costs (such as filing fees) will be charged separately, i.e., in addition to the 4% lump-sum. Walder Wyss reserves the right to forward to the Client for direct payment such invoices it receives from third parties.

Walder Wyss is entitled to procure third party services, including but not limited to translation services and the like in the Client's name and on the Client's account and is authorized to agree to terms and conditions for such services on behalf of the Client.

### 3.3. Value Added Tax and Foreign Taxes and Deductions

Unless indicated otherwise, all amounts are exclusive of value added tax (VAT) where applicable. Any VAT payable by Walder Wyss shall be charged to the Client, in addition.

Likewise any applicable foreign taxes and deductions are at the Client's expense and are to be borne by the Client or charged to the Client.

### 3.4. Billing and Payment

Unless agreed otherwise, Walder Wyss's invoices are due for payment within thirty (30) days of the invoice date. The Client is not entitled to suspend the obligation to pay invoices issued by Walder Wyss and/or to claim set-off.

If an invoice is not paid within the specified period, the Client will be in default by operation of law and may be liable to pay statutory default interest. Furthermore, Walder Wyss reserves the right to decline to act any further on this or any other engagement on which it is acting for the Client. In the event that Walder Wyss takes action to pursue and enforce payment, its costs of doing so will be payable at the usual rates of the staff engaged in such action.

The Client irrevocably releases Walder Wyss and any employee, counsel, associate, partner or any other affiliate of Walder Wyss from their professional secrecy obligations for any debt enforcement action, court proceedings and/or arbitration proceedings to the extent required to pursue and enforce Walder Wyss's claims for legal fees and expenses.

### 3.5. Retainer and Payment

Walder Wyss may request the client to pay a retainer for legal fees and expenses. Walder Wyss reserves the right to increase such retainer amount during the course of the engagement. Retainers will be carried forward through the engagement and deducted from the final invoice upon termination of Walder Wyss's engagement.

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## 4. Confidentiality and Disclosure

Walder Wyss is subject to professional secrecy obligations. Walder Wyss will treat any information obtained from the Client that is not in the public domain as confidential. Nevertheless, the Client agrees that Walder Wyss may disclose any relevant information in order to protect and/or defend itself in any actual or threatened legal, civil or regulatory proceedings or to enforce its claims against the Client as per Section 3.4 above, and may also disclose any relevant information in confidence to Walder Wyss' insurers, insurance brokers, auditors and advisers.

Walder Wyss may further be required to make certain disclosures to the appropriate authorities pursuant to applicable money-laundering, terrorism financing, or sanctions provisions. Such obligations may override Walder Wyss's professional secrecy obligations. If so, Walder Wyss will (where permissible and practicable) inform the Client of the request or requirement to disclose.

Walder Wyss may outsource legal services (in particular in relation to foreign law) and support services (such as translation, interpretation, etc.) on the basis that Walder Wyss's suppliers have agreed to confidentiality.

Unless specifically instructed otherwise Walder Wyss is permitted to communicate and exchange information with the Client's (or its affiliates') employees, consultants, corporate bodies for the purpose of providing Walder Wyss's services.

There may be occasions when Walder Wyss acts for, or is aware of information regarding other clients who may be in a similar business to the Client's or whom the Client may consider as competitors. Walder Wyss will be under no duty to disclose such information to the Client.

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## 5. Conflicts/Relationships with other clients

Walder Wyss may not accept an engagement, or may have to cease to act for the Client under its statutory and professional rules if there is a conflict between Walder Wyss's duties to the Client and to other clients, or between Walder Wyss's interests and the Client's interests. The Client agrees to provide Walder Wyss at any time with the information required to conduct a conflict search. In addition, the Client agrees to promptly inform Walder Wyss if the Client becomes aware of any circumstances it considers a potential conflict.

The Client acknowledges that, by accepting an engagement, Walder Wyss does not grant exclusivity for the provision of legal advice in relation to a certain business or market.

Subject to statutory and professional rules, Walder Wyss may act for other clients in transactions, disputes or other matters in which the Client or any affiliated entity of the Client has an interest, provided that Walder Wyss does not thereby breach its duties to the Client.

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## 6. Communication

Unless specifically instructed otherwise in writing, the Client agrees that Walder Wyss may use electronic means, without encryption, when Walder Wyss communicates with the Client or with third parties in respect of the Client's affairs. The Client acknowledges that communication by electronic means, e.g., by email, fax or internet-based applications is associated with risks, in particular the risk that third parties may gain knowledge, that the contents of such communication may be infected with computer viruses, manipulated or become corrupted, or that communication may be misdirected, delayed or not received. Walder Wyss shall not be liable for such risks.

Walder Wyss advises the Client to carry out its own virus checks on all its systems, data and communications.

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## 7. Liability and Limitation

The Client agrees that its recourse for any damages is against Walder Wyss only. The Client hereby agrees that it will not bring any claim or proceedings and waives any claim against any employee, consultant, associate, partner or any other affiliate of Walder Wyss.

Any advice given by Walder Wyss is provided solely for the Client's use and benefit and may not be used or relied on for any other purpose or disclosed to any other person (excluding the Client's professional advisors on a "need-to-know-basis", who, however, may place no reliance on such advice) without Walder Wyss's prior written approval.

If Walder Wyss's role includes assisting the Client in coordinating the work of the Client's other advisers, Walder Wyss will not be responsible for the advice provided by them. It is the Client's responsibility to ensure that the advice from its other advisers is received and considered by the Client and is adequate for the Client's purposes.

Unless specifically agreed Walder Wyss is neither liable for any advice on foreign, i.e., non-Swiss, law, nor liable for any tax advice. Likewise, Walder Wyss is under no duty to update any advice given to the Client.

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## 8. Complaints

The Client may address any complaints to the lawyer in charge. If that does not resolve the matter to the Client's satisfaction or if the Client has other concerns, the Client is invited to address such complaint in writing to any member of Walder Wyss's Management Board, which can be found on the Walder Wyss website [www.walderwyss.com](http://www.walderwyss.com).

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## 9. Termination

Both the Client and Walder Wyss have the right to unilaterally terminate the engagement and any power of attorney issued on the basis thereof at any time.

The Client will be responsible for any fees, expenses and disbursements incurred up to the date of termination, together with any fees, expenses and disbursements necessarily associated with Walder Wyss ceasing to act or the transfer of the work to another adviser of the Client's choice.

Walder Wyss shall retain the file for a period of ten years after termination of the engagement or completion of a matter. Thereafter, Walder Wyss may destroy the file without prior notice.

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## 10. Governing Law and Dispute Resolution

The legal relationship between the Client and Walder Wyss shall be governed in all respects by substantive Swiss law.

Any dispute arising out of, or in relation to, Walder Wyss's legal relationship to the Client shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The number of arbitrators shall be one (1). The seat of the arbitration shall be Zurich, Switzerland.