

## Terms of Business

### GENERAL

**1.1 CLIENT RELATIONSHIP:** These Terms of Business govern the relations between you and us, Bär & Karrer Ltd. We are engaged by you. We do not protect the interests of parties such as your directors, managers and employees, or companies directly or indirectly controlled by you.

**1.2 DISCREPANCIES:** In case of a conflict between these Terms and any additional terms and conditions agreed between you and us, in writing (including by email) such additional terms and conditions shall prevail.

### SERVICES

**2.1 SCOPE OF ENGAGEMENT:** The matter for which you ask us to provide services ("Matter"), the services and the scope of such services will be agreed in an engagement letter, by email or otherwise. We advise on Swiss law only. We will not advise you on finance and accounting or on the laws of any other jurisdiction. It is your responsibility to determine that the services and their scope are appropriate for your needs.

**2.2 ASSISTANCE:** You will provide us in due time with all information relevant for the Matter and you will keep us informed of any changes in circumstances you are aware of which may be material or otherwise relevant for the Matter. We will provide you with our services on the basis of such information. Unless expressly agreed otherwise in writing, we are under no obligation to perform checks for accuracy or completeness on the information received from you or available on the internet or in public records.

**2.3 NO UPDATING OF ADVICE:** Our advice will be given on the basis of our understanding of the facts and Swiss law as it is in force, interpreted and applied by the Swiss courts and/or administrative authorities (pursuant to generally accessible legal sources) at the time we give our advice. We are under no obligation to inform you or to update any advice to take account of any matters (including changes in law and its interpretation or practice) occurring or coming to our attention after the date such advice was given.

### FEES

**3.1 FEES:** Generally, we account for our services on the basis of time spent, complexity and urgency of the matter and expertise and experience of the persons involved. We reserve the right to adjust the hourly rates of our employees based on a change in status (e.g., due to a promotion) or a broader range of expertise.

**3.2 FEE ESTIMATES:** Our fee estimates are given on the basis of (i) our understanding of the Matter and the assumptions made at the time we provide the estimate, as well as (ii) our experience in similar matters.

**3.3 DISBURSEMENTS AND EXPENSES:** Our fees do not include disbursements and other expenses. We charge 3% of the fees for minor expenses (e.g., photocopies, messenger services up to CHF 100 per case). We will bill you at cost for higher expenses (such as hotel and travel expenses, etc.).

You will reimburse us for the costs and charges incurred in the course of the Matter, including register and court fees and for external service providers that we engage in the Matter.

**3.4 INVOICING:** We will invoice you at agreed dates or periodically for our services and expenses. Unless otherwise agreed in the engagement letter, the invoices will be made out in CHF. Invoices in currencies other than CHF will be converted at the day of invoicing at a rate of 1.5% above the monthly average rate as published by the Federal Department of Finance.

**3.5 PAYMENTS:** Invoices will be due for payment within 20 days or such other periods as agreed with you in the engagement letter. Advances for legal fees or costs will be due and payable forthwith upon your receipt of our respective request. We may suspend performance of our services should you fail to pay any amount when such amount is due and you may not rely on any of our deliverables unless our fees have been paid. In case of advances for legal fees or costs we are under no obligation to start working on a Matter or to incur any expenses before such advances are credited to our account notified to you. In case of late payment, we may charge administrative costs for the reminders as well as interest at the legal rate. For the duration of our advisory services, we may retain advance expense allowances rather than deducting them from our outstanding invoices.

**3.6 VALUE ADDED TAX (VAT):** Our fees and reimbursements are stated exclusive of VAT. Where we are required to charge VAT the respective amount will be in addition to any fees and reimbursements.

**3.7 NET AMOUNT:** All fees and reimbursements payable to us shall be deemed to be exclusive of any deductions such as applicable withholding or other taxes and shall be paid to us free and clear of any deductions. Fees or reimbursements payable to us which are subject to any deductions (such as withholding taxes) in any jurisdiction shall be grossed up such that the net amount to be received by us is equal to the invoiced amount.

### DELIVERABLES

**4.1 USE:** Any legal advice and documents prepared by us are exclusively for your use only in connection with the Matter.

**4.2 SHARING:** Subject to our prior written agreement, you will not share any advice received from or documents prepared by us with any other party other than (i) your employees and directors, or (ii) your affiliates, auditors, insurers or advisors involved in the Matter, in each case on a need to know basis.

Furthermore, such disclosure shall be permissible only provided that in each case you take reasonable steps to ensure that the persons to whom disclosure is to be made accept that (i) the advice and documents disclosed are confidential and must not be disclosed to other parties, and (ii) the advice and the documents are provided on a non-reliance basis without creating any duty or liability of us to them but solely for the purpose of assisting you in the Matter.

**4.3 DRAFTS:** We may provide you with drafts of documents prepared by us. Such drafts of documents are work in progress and are not final. Only the final documents and oral advice confirmed in writing may be relied on.

### CONFLICTS OF INTEREST

**5.1 INTERNAL PROCEDURES:** We are subject to rules of professional conduct regarding conflicts of interest to which we abide and we have internal procedures in place designed to prevent that we act for clients with conflicting interest in a specific matter. In corporate auctions or transactions with a similar process involving various bidders, we reserve the right to represent multiple bidders with different teams separated by Chinese walls.

**5.2 TERMINATED MATTERS:** If a Matter does not proceed we may, subject to our confidentiality obligations to you, accept other engagements regarding such Matter.

### THIRD PARTIES

**6.1 THIRD-PARTY SERVICES:** We may engage third parties working for or with us in connection with the Matter or instruct third parties on your behalf (for example local counsel in another jurisdiction or specialists in Switzerland).

**6.2 COSTS:** Before engaging any third party on your behalf, we will, if we expect that such engagement will result in substantial costs, first agree on such engagement with you.

**6.3 LIABILITY:** The contractual relationship will be directly between you and such third parties, and we shall not be liable towards the third parties for the payment of their fees or otherwise. Our liability to you on our part for the acts and omissions of third parties is excluded to the fullest extent permitted by law.

### LIMITATION OF LIABILITY

**7.1 GENERAL PRINCIPLE:** Our liability for loss or damage arising from a breach of our obligations, unless caused by us wilfully or through gross negligence, shall be limited to direct damages (excluding lost profit, consequential damages, indirect damages and punitive damages) up to the maximum amount specified in the engagement letter or, if no amount is specified there, up to five times the fee that we received from you in the relevant Matter at the time of the breach.

**7.2 EXCLUSION:** We hereby exclude any liability on any other legal grounds to the fullest extent permitted by law.

**7.3 NO JOINT-AND-SEVERAL LIABILITY:** If we are liable for damage caused by more than one person (except the persons mentioned in 7.4 below), you hereby agree that we, without prejudice to clauses 7.1 and 7.2 above, are not jointly and severally liable, and that we shall be held liable solely for the portion of the liability which corresponds to our prorated fault.

**7.4 INDIVIDUALS:** You hereby agree that neither you nor your affiliated companies will assert any claims (based on a contract, for misconduct or on any other grounds) against our partners, board members or employees. The liability of such individuals shall be excluded to the extent permitted by law. If, notwithstanding the foregoing, you wish to assert claims against any such individuals, you hereby declare that you agree to assert damage claims against us first and to exhaust, as far as reasonably possible, all remedies and enforcement measures before taking legal action against such individuals. You further agree that such individuals - to the extent permitted by law - are entitled to invoke the same limitations of liability and to raise the same defences against liability claims as we are entitled to raise in our own defence against liability claims under these Terms of Business or otherwise. The above-mentioned individuals may rely directly on this clause (article 112 para. 2 CO).


**COMMUNICATION**

**8.1 COMMUNICATION WITH EMPLOYEES AND OTHER CONSULTANTS:** Unless explicitly instructed otherwise by you, we are authorized to communicate in the Matter with those of your employees and your other advisers we believe are involved in the Matter.

**8.2 COMMUNICATION BY EMAIL:** We are equipped to communicate with you by encrypted email. However, unless explicitly instructed otherwise by you regarding the Matter, we will communicate (also regarding Confidential Information) with you, your advisors, third parties as well as any authority by non-encrypted email.

**8.3 MOBILE DEVICES:** To provide you with our services efficiently and promptly, we may employ mobile devices such as BlackBerry, smartphones and notebooks and use remote access to access our local IT infrastructure from outside our offices. You know and accept that such devices may not provide the same level of security as our local IT infrastructure and that information may become accessible from outside of Switzerland.

**8.4 EMAILS MAY BE BLOCKED:** We use filtering software designed to reduce spam and to detect and eliminate harmful viruses. As such software might result in legitimate emails being blocked and not being delivered to (all) the respective addressees you will followup on important emails by phone or other means of communication to ascertain that such emails were duly received by us.

**8.5 SPAM AND VIRUSES:** We and you acknowledge that emails and the internet are insecure and confirm to each other to have undertaken all the reasonably necessary security measures in order to prevent any damage caused by spam and harmful viruses. Subject thereto, we and you each disclaim any liability for possible damages to the extent permitted by law in connection with the use of emails and the internet.

**8.6 OTHER ELECTRONIC MEANS:** If you or your advisors use other means of electronic communication besides email (such as text messages, instant messaging like WhatsApp or WeChat or similar), you agree that we may use such means of communication and that we have no obligation to retain any records of such communication with us.


**CONFIDENTIALITY**

**9.1 CONFIDENTIAL INFORMATION:** We are bound by the duty of confidentiality according to article 13 of the Swiss Federal Act on the Free Movement of Lawyers (Bundesgesetz über die Freizügigkeit der Anwältinnen und Anwälte) and article 321 of the Swiss Penal Code and we will respect the confidential nature of any information you or your advisors provide us with. We shall refrain from disclosing any such confidential information to third parties unless:

- we are required or authorised to do so by law or by rules of professional conduct or we consider it necessary to do so for the representation of your interests;
- such disclosure is required by law, rules of professional conduct or by order of a court or supervisory authority or professional organisation;
- the information becomes publicly available;
- the information was already in our possession before the start of the engagement;
- we obtained the information lawfully from third parties in a manner unrelated to the engagement,
- in order to protect our interests to our insurers or advisors.

**9.2 MARKETING:** If the Matter is not in the public domain, we may only disclose the Matter for marketing purposes in a generic form, unless otherwise agreed between you and us.


**INTELLECTUAL PROPERTY RIGHTS**

**10.1 RIGHTS:** We reserve all intellectual property rights to our work products.

**10.2 LICENCE:** Upon full payment of our fees, you will receive an unlimited, non-exclusive and non-transferable licence to use our work products.

**10.3 LOGO ETC.:** You may not use or reference our name, logos or trademarks without our prior consent.


**DATA PROTECTION**

**11** Our information security management system is ISO-27001-certified. You and we agree to comply with applicable Swiss data protection laws. We process the personal data that is provided to us or collected by us during the course of a Matter in accordance with the Privacy Policy published on our website and as further set out in these Terms or agreed with you. You hereby expressly consent to such processing. You further warrant to us that the personal data you make available to us has been collected, and is disclosed to us, in accordance with applicable data protection laws.


**DOCUMENT RETENTION**

**12.1 STORAGE:** As a matter of principle, we store our files (in particular also documents sent to us) in electronic form and not on paper.

**12.2 CLOUD:** Unless we expressly agree otherwise in writing at the start of our engagement, we work with solutions from the Microsoft 365 Swiss Cloud or another comparable cloud solution with servers in Switzerland for document storage, processing and communication (including e-mail) in order to manage your data securely, efficiently and up-to-date. You expressly agree to the storage of your data with a third party with servers in Switzerland (in particular Microsoft 365 Swiss Cloud).

**12.3 DESTROYING DOCUMENTS:** We may destroy our paper files and (if and to the extent possible) electronic files as well as any documents and information received from you after expiry of the statutory document retention period of ten years. We are not obliged to keep internal notes and records.

**12.4 RETRIEVING DOCUMENTS:** If you or your other advisers request us to retrieve any documents from our files, we may charge you our reasonable costs, including time spent retrieving and reading such documents, writing letters or other work which we, acting reasonably, deem necessary to comply with such a request.


**ASSIGNMENT AND TRANSFER**

**13** You may not transfer or assign the contract between you and us or any claims, rights or obligations thereunder without our prior written consent.


**GOVERNING LAW AND JURISDICTION**

**14.1 APPLICABLE LAW:** These Terms and our engagement shall be construed and interpreted in accordance with, and governed by, the substantive laws of Switzerland, under the exclusion of the Swiss conflict of laws rules.

**14.2 JURISDICTION:** Any dispute arising out of or in connection with these Terms or our engagement shall be submitted to the exclusive jurisdiction of the courts of the City of Zurich (Zurich 1), Switzerland.