# General Terms and Conditions (GTC) of Jeker Finance, Basel

## 1. General Provisions

These General Terms and Conditions (GTC) apply to all contracts concluded between the company Jeker Finance (hereinafter referred to as "Jeker Finance") and its clients (hereinafter referred to as "Client").

Deviating, conflicting, or supplementary general terms and conditions of the Client shall not become part of the contract, unless Jeker Finance expressly agrees to their applicability in writing.

These GTC shall also apply to future business relationships, even if they are not explicitly agreed upon again.

## 2. Subject Matter of the Contract

Jeker Finance provides fiduciary services in accordance with the contract concluded with the Client. The specific scope of services results from the respective service contract and any service descriptions that are part of the contract.

Jeker Finance may engage third parties to provide the services, provided this has been agreed upon in advance with the Client.

Jeker Finance provides fee-based services which are subject to the Swiss mandate law according to **OR Art. 394ff.**

## 3. Duties of Jeker Finance

Jeker Finance undertakes to carry out the tasks assigned to it with due diligence and in compliance with legal provisions.

Jeker Finance shall safeguard the interests of the Client within the framework of the contract and inform the Client about significant developments and circumstances that affect the fiduciary activity.

Jeker Finance is obliged to treat all information made known to it in the course of fiduciary activity as confidential, unless such information is generally known or obvious.

## 4. Duties of the Client

The Client shall provide Jeker Finance with all information and documents necessary for the proper provision of services. The information and documents must be provided by the Client in a timely and complete manner. Jeker Finance accepts no liability for the contents as the liability lies with the respective originator. Jeker Finance is not obliged to verify the accuracy of the information and documents provided.

The Client must inform the Trustee immediately of all circumstances that could be of importance for the execution of the fiduciary activity.

The Client is obliged to pay the agreed remuneration on time.

## 5. Remuneration and Payment Terms

Unless otherwise agreed, all invoices from Jeker Finance are due for payment without deduction within 30 days of invoicing.

Jeker Finance is entitled to request reasonable advances on services and issue interim or partial invoices, provided this has been agreed upon with the Client in advance.

In the event of default in payment, Jeker Finance is entitled to charge reminder fees and default interest at the statutory rate. Additionally, Jeker Finance may refuse to provide further services until outstanding payments are settled.

## 6. Termination or Amendment of Contracts

Both parties can amend or terminate existing contracts at any time. Jeker Finance reserves the right to terminate contracts without notice for valid reasons (e.g., default in payment).

In the event of termination by the Client, Jeker Finance may charge for services already rendered but not yet invoiced at a rate of CHF 150 per hour (excluding VAT).

## 7. Liability

Except in cases of proven intent or gross negligence, liability in connection with services provided by Jeker Finance is limited to the insurance sum of the liability insurance taken out by Jeker Finance. Liability for indirect damages (e.g., lost profits) and consequential damages is excluded.

Jeker Finance accepts no liability for any risks associated with data transmission (e.g., unauthorized interception of emails or technical faults).

## 8. Confidentiality

Both parties undertake to maintain confidentiality regarding personal and confidential information and data collected in the course of providing services. This duty of confidentiality continues even after the termination of the contract.

## 9. Data Protection

Jeker Finance undertakes to comply with legal data protection provisions and to process personal data only within the framework of contractual agreements and statutory permission facts.

Further information on data protection can be found in the Jeker Finance Privacy and Data Protection Policy.

## 10. Final Provisions

Amendments and supplements to the contract, including these GTC, must be in writing. This also applies to the waiver of the written form requirement.

Should individual provisions of these GTC be or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, the valid and enforceable provision whose effects come closest to the economic objective that the parties pursued with the invalid or unenforceable provision shall apply.

The exclusive place of jurisdiction is Basel (Switzerland), unless a different place of jurisdiction is mandatorily prescribed by law.