

General Terms and Conditions (GTC) of BSP Treuhand Ltd and BSP Revisions Ltd

I. Core Obligations of Both Parties

1. A contract shall be concluded between the Client and the Trust Company in the event that the name and address as well as the key terms of the mandate have been documented in writing and accepted by the Trust Company.
2. The Trust Company undertakes to perform the mandate in a conscientious and responsible manner, according to law and in accordance with the principles of good faith. It shall avoid any associations or activities that might impair its decision-making freedom and objectivity or that could give rise to a conflict of interest affecting the mandate.
3. The Trust Company shall act exclusively in accordance with the instructions issued to it by the Client. All rights arising in relation to acts carried out on a fiduciary basis shall be exercised by the Trust Company exclusively on behalf of and according to the instructions of the Client.
4. The foregoing shall be without prejudice under all circumstances to the constraints imposed by the Trust Company according to law and the professional ethics of a recognised organisation.

II. Instruction and Information

1. The Client shall inform the Trust Company concerning the persons who are entitled to issue instructions.
2. All instructions shall be issued to the Trust Company in writing or by email. The Trust Company shall not be under any obligation to act on its own initiative if it has not received any instructions from the Client. However, under urgent circumstances it may take action on its own initiative, and when doing so must take account as far as possible of the presumed interests of the Client. The Client shall be informed by the Trust Company as soon as possible concerning any measures of this type that are taken.
3. The Client undertakes to procure for the Trust Company all information, documents or technical supports that may be necessary for the execution of the mandate. The Trust Company may render the continuation of the mandate conditional upon receipt of the above-mentioned information and documents. The Trust Company shall inform the Client in accordance with its instructions. It shall have the opportunity to retain post and information, where obliged to do so by law.
4. The Trust Company shall be entitled to inform the competent authorities concerning this Contract in accordance with its legal obligations and to provide information concerning the assets managed on a fiduciary basis. The Trust Company undertakes to ensure that its employees and appointees refrain from disclosing any information to other persons and/or companies throughout the duration of the contractual relationship and following its termination. The duty of confidentiality shall also apply in the event that no mandate is established.

5. The Fiduciary shall be released from the duty of confidentiality:
 - With the express approval of the Client. If any third-party interests are affected, their consent must also be obtained.
 - If the confidential matters come into the public domain.
 - If entitled or obliged to do so under the terms of federal or cantonal law.
 - If the overriding interests of the Trust Company require the disclosure of the confidential information.
6. The Trust Company shall be entitled to involve third parties in the performance of the mandate, where necessary. The Trust Company shall ensure that any such third parties are sufficiently qualified.

III. Risk and Liability

1. Where the Trust Company acts in accordance with these provisions, it shall be released from any liability in respect of the performance of its mandate.
2. The Trust Company shall incur liability for any wilful or negligence breach of its contractual obligations. It shall be exempt from any further liability. This shall also apply for all persons that the Trust Company has duly charged with the conduct of business, see section II.6.

IV. Renumeration

1. The Client undertakes to reimburse the Trust Company for all expenses incurred by it in relation to the mandate. Should the Trust Company incur any losses as a result of the performance of the mandate, the Client undertakes to compensate them, unless the losses resulted from wilful wrongdoing or breach of contract on the part of the Trust Company.
2. As consideration for the performance of the mandate, the Client shall pay remuneration to the Trust Company in accordance with the current schedule of hourly rates, which shall constitute an integral part of this Contract. The Trust Company shall be entitled to alter its rates.
3. The Trust Company is expressly granted the right of offsetting in order to satisfy its claims.

V. Termination

1. This mandate may be revoked in writing by either party at any time.
2. The party giving notice of termination shall bear liability for any losses caused in the event of termination at an inappropriate time. Termination shall not be deemed to have occurred at an inappropriate time in the event that notice of two months has been given.
3. The mandate shall not expire upon the death, incapacitation or bankruptcy of the Client. The Trust Company undertakes to attend to business unless and until the Client or its successor in title is able to do so himself/herself, in the event that the termination of the mandate would jeopardise their interests. The heirs or successors in title may terminate the mandate at any time.

VI. Final Provisions

1. These GTC may only be amended in writing.
2. This Contract shall be governed by Swiss law, including specifically the provisions of the Swiss Code of Obligations [OR].
3. The place of performance and jurisdiction for all types of procedure shall be at the registered office of the Trust Company, i.e. Zurich).