

General Terms and Conditions (GTCs)

of SAVAG Services AG, Pfarrmatte 6, 8807 Freienbach SZ

The following document governs under what conditions SAVAG Services AG ("SAVAG" hereinafter) provides services to the client (hereinafter called the "Client") (collectively called the "Parties"). For the client, the male form is used purely for convenience. The following rules also apply accordingly to any female client.

1. Validity of the Terms and Conditions

- 1.1 These General Terms and Conditions (hereinafter the "GTC") are an integral part of the respective contract between the Parties (hereinafter the "Contract").
- 1.2 All provisions of these GTCs have unrestricted validity for the contractual relationship between the parties. If the parties prepare a written agreement within the contract or separately, which contradicts one or more provisions of these GTCs, this separate agreement takes priority over the relevant provisions of these GTCs. This has no impact on the validity and applicability of the other provisions of these Terms and Conditions. These remain fully valid between the Parties. Should this priority and contrary agreement to the GTCs between the parties not be implemented for any reason, the Parties agree that it should be replaced by the validity of the corresponding provision of these GTCs.

2. Scope / time frame:

- 2.1 The exact scope of services to be provided by SAVAG and the corresponding time frames are specified in the contract.

3. Cost / Revenue / Expense

- 3.1 The amount of remuneration is calculated according to SAVAG's current hourly rates per worker and hour worked (plus VAT), subject to other written arrangements between the parties. In debt collection mandates, SAVAG charges an additional 10% of the amount generated through their efforts after deducting their costs and expenses.
- 3.2 Any costs arising from the performance of the contract such as expenses, management fees, eligible overhead and other costs are also paid by the client. For necessary trips, the travel costs will be charged in addition to working time. The mileage allowance is CHF 1.00 / km. SAVAG reserves the right to charge such costs to the client and also to invoice these in advance. The client is obliged to settle such costs immediately after receipt of the invoice.
- 3.3 SAVAG may request an advance of maximum 30% of the total estimated cost according to clause 3.1, without collection-participation, and the total effective costs according to clause 3.2. If this advance is used up by services provided by SAVAG services and related costs, SAVAG may request a new advance to the same extent, starting from the time point of the new invoicing cycle and expected total costs and effective costs according to clauses 3.1 and 3.2. SAVAG reserves the right not to fulfil services before the receipt of the requested advance. Damage caused by the failure or delayed performance of such an advance, thus resulting in delay or omission of service provision, is fully attributable to the customer. The Client should cover any damage caused to SAVAG.

4. Rights and obligations of the client

- 4.1 The client is obliged to make available to SAVAG any information and any materials on time, such as necessary to fulfil the contract.
- 4.2 The client agrees to pay SAVAG the agreed compensation as invoiced with costs and advances immediately after receipt of the invoice.
- 4.3 The client shall reimburse SAVAG for any outlays and release them from any liabilities, when these arise from the proper execution of the contract. As such, in particular these include but are not limited to: travel costs, material costs, fees and administrative costs.
- 4.4 The client shall notify the representatives right away of any deficiencies in contract implementation.

5. SAVAG's rights and obligations

- 5.1 SAVAG shall carry out the entrusted tasks carefully and in good faith.
- 5.2 SAVAG is obliged to comply with the time-frame and to follow the instructions and orders of the client and also report to the Client at all times regarding the contract management when requested.
- 5.3 Should SAVAG realize that it is impossible to implement the contract properly or meet deadlines, they should inform the client immediately.
- 5.4 SAVAG is liable for the non-completion of the contract if they bear a responsibility. SAVAG is further liable for any failures to comply with the time-frame. Any further liability of SAVAG will be stipulated, to the extent permitted by law.

The parties:

SAVAG Services AG

- 5.5 SAVAG shall hand over to the Client any earnings gained from performing the contract or otherwise connected with it.
- 5.6 SAVAG is authorized to use subcontractors. They shall be liable to the Client for this, as if they had acted themselves.
- 5.7 SAVAG is obliged to treat as confidential any information which they acquire knowledge of during execution of the contract and not to pass it on. If they employ agents, SAVAG is obliged to inform them regarding said confidentiality. SAVAG is liable for agents' compliance with this confidentiality.
- 5.8 Should SAVAG become aware of facts which could be detrimental in any way to the customer, they should disclose these facts immediately.

6. Duration / Termination

- 6.1 The contract ends with the mutual proper performance of the contractual services.
- 6.2 The order can be revoked or terminated by either side at any time. The notice shall be sent by registered letter.
- 6.3 Should the notice happen at an improper time, the terminating party shall indemnify the other party. Any advance services provided over a fixed contract period are non-refundable and are valid in the case of early termination by the contracting authority as well as any contractual penalties.

7. Intellectual property

- 7.1 The client is the sole owner of any rights made regarding any discovery, invention or other fact which gives rise to any intellectual property rights and which occur within the context of contract execution. SAVAG waives in favour of the client any claims regarding these rights, provided they arose from the fulfilment of the contract.

8. Written form

- 8.1 The Parties explicitly prefer the written form for the validity of the contract and the GTCs. Any amendments and additions to the contract and the terms and conditions and in particular this retention of the written form, shall also require the written form to be valid.
- 8.2 Should one or more provisions in the contract and/or these GTCs be rendered invalid owing to legal provisions, this shall not affect the validity of the remaining provisions of the contract and the terms and conditions. The provision which was declared invalid is to be replaced by the parties by a provision as close in purpose to the original provision and which meets as far as possible the wishes of the Parties when the contract was finalised.

9. Applicable Law and Legal Venue

- 9.1 This contract is subject to Swiss law. For any disputes arising from the contract, the parties agree that Freienbach, Schwyz canton in Switzerland shall be the exclusive jurisdiction.

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Client