



General Terms and Conditions

1. Scope

The general terms and conditions (hereinafter called "GTC") apply to all legal relationships between Moreleil AG (hereinafter called "Provider") and their Clients (hereinafter called "Principal"), and on all services provided by the Provider if not explicitly mentioned otherwise in a separate mandate agreement. Under no conditions the Provider will provide services related to payment operations, trading activities or asset management to the Principal or related parties according to the Swiss Anti-Money-Laundering-Ordinance (AMLO). The English version alone shall be legally binding.

2. Compensation and billing

The Provider is compensated for the services according to the time spent, the hourly fee rate is CHF 400.- excluding VAT if applicable. On fees, like travel expenses, research, expert opinions and third-party costs, the Principal will have to pay additionally. The Provider upon request can require the Principal to make an advance payment on costs and fees. In case of no-show of the Principal without prior notice of 48 hours, the billing will be for 100% of the planned time schedule. Term of payment is 10 days, for late payments and annual interest of 8% will be charged.

3. Correctness of information

The Provider will accept facts presented by the Principal, particularly numerical data, as correct. The service does not include checking of the accuracy, completeness and correctness of documents and figures provided by the Principal, unless such has been expressly agreed in writing.

4. Termination

The services can be concluded by each party in writing at any time with immediate effect. The Principal will be billed for the services provided till the termination date.

5. Sharing of information

The parties may use electronic media such as telephone, fax and e-mail to communicate with one another in the performance of the contractual relationship. Where information is transmitted electronically, it is liable to be destroyed, tampered with, or otherwise adversely affected, or it may be lost for other reasons or arrive late or incomplete or be viewed by third parties. Both parties therefore have a responsibility to take adequate precautions to ensure error-free transfer and receipt and to detect errors of content or technical deficiencies. The Provider may process, or have third parties process, the information brought to its attention, including customers' personal data, using computer systems. The information may therefore become accessible to persons who perform system support and control functions as part of the data

handling process. The Provider can process and save the information that comes to its attention with IT-based solutions or otherwise by own employees or third parties. As a result, the information is also accessible by persons who are instructed to perform IT-system support or persons who perform internal work steps related to customer file and / or data.

6. Correction of faults

The Principal is entitled to expect that any faults shall be corrected. The Provider shall be given the opportunity to carry out remedial work.

7. Copyrights

The material provided by the Provider may not be reproduced or copies circulated without prior authority of the Provider. Unless otherwise agreed in writing the Provider expressly prohibits the distribution and transfer of his material to third parties for any reason.

8. Principal's cooperation

The Principal is obliged to cooperate to the extent necessary for the proper performance of the service. In particular, it shall hand over to the Provider, unasked, all documentation needed to carry out the service in a complete state and in sufficient time to allow the Provider a reasonable time in which to perform the work. The same applies to the disclosure of all events and circumstances which may be relevant to the execution of the service. The Principal shall refrain from any acts that might compromise the Provider's independence.

9. Warranties and liability

The Provider warrants and represents that he will perform its obligations with reference to the mandate agreement with the Principal in a timely manner and with all due skill, care and diligence. The Provider shall not bear any risk and therefore shall not be held liable regarding the commercial success or failure of the Principal's business and investments. The Principal shall indemnify, protect, and hold the Provider harmless from all claims, demands, suits, or actions including related attorney's fees which may be alleged by any third party for damage or injury to property or persons and for incidental and consequential damages which may be sustained by any third party occurring out of or incident to the Provider under the mandate agreement.

10. Miscellaneous

Neither of the Parties may assign the mandate agreement or any of its rights or obligations with reference to it without the prior written consent of the other Party. Non-performance of either Party's obligations under the mandate agreement or delay in performing the same shall not constitute a breach of the mandate agreement if, and for as long as, it is due to a force majeure event including, but not limited to, governmental action, or requirement of a governmental, regulatory or administrative authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other



obstacles that a Party is not able to overcome with reasonable efforts. This GTC as well as the mandate agreement between the Parties is subject to Swiss law to the exclusion of its conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods (CISG) and of any other uniform law. Any dispute, controversy or claim arising out of or in relation to this GTC respectively the mandate agreement between the Provider and the Principal providing services in connection with this GTC, including the validity, invalidity, breach, or termination thereof, shall be decided by the competent courts of Zug, Switzerland. The English version alone shall be legally binding.