

## General Terms and Conditions (GTC) of FACT LLC

### 1 Scope

#### 1.1

The following terms and conditions apply to all services provided by finance4you.ch, bent kjelsberg, hereinafter referred to as 'contractor' and **YOUR COMPANY**, hereinafter referred to as 'customer'.

### 2 Content of the contract

#### 2.1

The contracting parties agree to cooperate in accordance with the specific and individual contractual agreement. An employment contract is not intended by the parties and is not justified.

#### 2.2

The provider pays the pension funds contributions himself and releases the customer from any such obligation.

#### 2.3

The provider is also free to act on behalf of other customers.

### 3 Conclusion of the contract

A contract with the contractor is concluded tacitly, verbally or by sending the signed offer by regular mail, fax or email. Acceptance of the oral or written offer may also be unspoken and is not related to any particular form. The contractor issues an order confirmation only on request.

### 4 Duration of the contract and payment

#### 4.1

The contract begins and ends on the date agreed specifically and individually or on the performance of the agreed services. In particular, the cancellation period applies to all registered recurring services and/or all services on a flat rate or hourly basis.

#### 4.2

The contract can be terminated only with 3 months notice by registered letter with acknowledgment of receipt before the end of the accounting year. The contractor is entitled to charge the activities already carried out. In the case where the customer has not respected the above notice, but still wants to leave before the end of his accounting year or gives no more sign of life, a lump sum equal to the last 6 months of the exercise must be paid immediately.

#### 4.3

In all cases a lump sum of at least CHF 500 is agreed for this purpose except in the case that the contractor has not fulfilled its contractual obligations despite a written warning by the customer.

#### 4.4

The invoices of the contractor must be paid at the administrative office, in the invoicing currency within 20 days of the invoice date without any deduction. The customer is not released from his payment obligation until the contractor has received the full amount due from the customer on his bank account including any additional fees or interest.

#### 4.5

In the case where the contractor is obliged to advance charges in place of the customer (administrative costs, shipping costs ...), the provider will charge an expense supplement of 25 %.

#### 4.6.1 Flat-rate services

The amount of the flat-rate services is contractually defined in relation to the workload to be provided, which will be defined at the signing of the contract. The customer undertakes to provide on time the items he is the only one to be able to provide (sales and purchase invoices, expense reports, bank statements ...) to ensure the flat-rate services in good conditions. After one reminder without return of the customer, the contractor can charge an amount of CHF 150/h plus VAT may be invoiced automatically.

#### 4.6.2

The agreed packages for services apply in any case and the corresponding invoices are due. The absence of accounting document or equivalent probative value documents does not relieve the customer of his promise to pay agreed fixed prices.

#### 4.6.3 Hourly billed services

The scope of services is defined contractually at the signing of the contract. The hourly rates are based on our price list which can be consulted at any time. The customer undertakes to provide on time the items he is the only one to be able to provide (sales and purchase invoices, expense reports, bank statements ...) to ensure the hourly services in good conditions. After one reminder without return of the customer an amount of CHF 150/h plus VAT may be invoiced automatically.

#### 4.7

The customer assumes the responsibility of the additional costs due to missing accounting documents, equivalent probative values or late and incomplete receipts.

#### 4.8

The customer is late in payment if the payment period indicated on the invoice has expired or after 20 days from the date of the invoice without further notice by the contractor. The interest on default of payment rises to 12 %. Each reminder may result in a processing fee as follows : 1<sup>st</sup> reminder = CHF 5, 2<sup>nd</sup> reminder = CHF 25, last reminder = CHF 50 plus VAT.

If the contractor is obliged to start a debt collection procedure, a flat-fee of CHF 300 plus VAT will be applied. If the payment is crossed with the reminder or debt collection procedure, the processing fee remains due.

#### 4.9

If the solvency of the customer seems endangered, the contractor may claim an advance payment or a guarantee of payment. Any delay and/or resulting cost of such precautionary measures is at the responsibility of the customer. All correspondence relating to the collection of overdue receivables incurs hourly charges at the usual rate.

#### 4.10

The customer is the owner of all his documents whose services have been paid. Documents and other business records that have been subject of unpaid work remain at the property of the contractor until fully payment. The right of retention also applies if the customer is not at fault.

#### 4.11

The customer is not allowed to compensate the receivables due from the contractor by counterclaims. The right of retention also applies if the contractor is not at fault.

### 5 Scope of service

#### 5.1

The services to be provided by the contractor generally include tasks in accordance with the order placed by the customer and are based on generally accepted principles.

#### 5.2

On request, the contractor informs the customer periodically of the status of its activities and working progress.

#### 5.3

If the contractor is not able to provide the agreed or necessary services to the customer, he must inform the customer immediately.

#### 5.4

The contractor provides the equipment and personnel necessary to provide the agreed service. The parties shall according to their knowledge and possibilities, support the other party in fulfilling his obligations by providing him with all the necessary information. Both parties provide its expertise to ensure an efficient way of cooperation for both parties.

### 6 Obligation of confidentiality

The contractor assures strict secrecy during the mandate but also after the execution of the mandate.

### 7 Liability and data transmission

#### 7.1

Compensation claims against the contractor are excluded, unless they are based on intentional or grossly negligent behavior on the part of the provider himself or his agents. The limitation period for the damage claim must remain in accordance with Swiss law.

#### 7.2

The amount of the damage claim due to the contractor's liability is based on the Swiss court practice.

#### 7.3

The liability of the contractor is limited to the damage typical of comparable transactions of this type, which was foreseeable at the time the contract was concluded or at the latest when the breach of duty was committed.

#### 7.4

The customer is responsible for the correct transmission of all documents and information. The contractor is exempt from any obligation to confirm receipt. The fact that the contractor can prove the dispatch of the message or the document<sup>1</sup> is considered as acceptance of the customer.

### 8 Application of the law, place of fulfillment, further contractual components

#### 8.1

Commercial relations between the parties are exclusively governed by Swiss law.

#### 8.2

This clause applies to all domestic and international customers.

#### 8.3

The place of fulfillment and jurisdiction for all services and disputes is the registered office of the contractor.

### 9 Lavatory clause

If any of the clauses of this contract were inadvertently not in the legality of the Swiss law, only this clause would be concerned.

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Place and date

Cudrefin, 19 March 2019

Commercial register of the Canton of Vaud 550.1.184.206 / UID CHE-155.338.638

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<sup>1</sup> Presentation of outgoing email with date and time without the receipt of the customer.