

General Terms of Engagement

1. Fees

Except if agreed otherwise, our charges are based on the time spent when dealing with the matter and the hourly rates agreed with the client, taking into consideration the degree of urgency and the complexity of the engagement as well as the experience and specialist expertise of the attorneys-at-law involved.

Time spent traveling is calculated and invoiced on the basis of 50% of the applicable hourly rate agreed with the client, unless otherwise agreed.

Value-added tax (VAT) and expenses such as travel costs (railway journeys, air travel, hotel accommodation), costs of proceedings, official charges, fees for experts' opinions, or other costs of third-party services will be invoiced separately.

2. Involvement of other Experts

LAUX LAWYERS AG may rely on the services of specialized attorneys-at-law outside its firm if this is advisable on the grounds of such attorneys' specialized expertise, efficiency and/or costs. We are keen that work is performed to the highest professional standards and level-appropriate.

Where we rely on our network of external specialists in order to handle a task, this requires briefing of the external attorney on the case. Without notice to the contrary by the client we will assume that we are entitled to do so - insofar as necessary for the handling of the case - and that the client consents to this.

Upon request by the client we will be glad to arrange for a case-by-case approval before engaging external specialists.

Specialists, which need to be charged at higher rates as customary with LAUX LAWYERS AG will not be called upon without prior approval.

3. Invoicing

LAUX LAWYERS AG will generally invoice its services on a monthly basis including a full list of all services rendered per person as well as a list of all cash expenditures. The client may request information on the respective charges at any time. Payment of invoices is due within 20 days of the receipt of the invoice.

4. Involvement of the Client

The facts of the case are centrally important in IT-matters. It is our experience that the relevant arguments for a successful case handling in IT-matters are often technical in nature. We therefore emphasize the importance of diligent fact finding and accordingly we apply accuracy and commit appropriate time to elaborate the basic facts best possible. For this task the client's collaboration is imperative. The client therefore ensures that itself as well as possibly involved thirds remain at disposal for substantial disclosure.

5. Record Retention

LAUX LAWYERS AG is entitled to destroy files in its possession at the end of 10 years after the completion of the relevant case unless the client demands the return of such files before the expiry of that period of time. The retention obligation applies to LAUX LAWYERS AG, not the individual attorney-at-law.

6. Confidentiality and Professional Secrecy

Employees of LAUX LAWYERS AG treat all information, which they become aware of in connection with a mandate, confidential. Employees of LAUX LAWYERS AG are bound to the professional secrecy obligations. We are happy to provide you further information on the scope of this legal professional privilege as well as the protection that derives from it.

The correspondence by e-mail or fax involves risks such as possible insights into the content of the message, its modification or loss. The client nevertheless agrees to communicate unencrypted via e-mail and fax. If the client wishes a separate treatment of e-mail and fax in general or for a specific use-case, explicit written information is requested.

7. Exemption from Professional Secrecy

The involved attorneys-at-law are exempt from professional secrecy for the enforcement of claims in relation to the mandate.

8. Use of IT-Infrastructures of external Third Parties

LAUX LAWYERS AG may engage IT-service providers for the hosting of software for the processing of client matters or to obtain such software completely from an IT-service provider (namely as a cloud solution). This may at least to some extent lead to data storage on infrastructures of such IT-service provider. In the process of such, data may also be processed or stored outside Switzerland, always provided that LAUX LAWYERS AG as well as the external IT-service provider comply with all provisions including but not limited to all laws and regulations regarding data protection and professional secrecy applicable to them. LAUX LAWYERS AG provides for best possible protection of mandate-related information by applying technical and organizational measures. Upon request by the client we will inform in detail.

Providers outside Switzerland may be obliged by competent authorities to provide information irrespective of the professional secrecy. LAUX LAWYERS AG will engage in measures which impede or make impossible such governmental access. As a matter of principle, data which are identified as being of particular sensitivity, will not be stored in a form which allows access of third parties.

9. Scope

Any advice provided by LAUX LAWYERS AG or our attorneys-at-law respectively shall be for the exclusive benefit of the client so that it cannot be invoked by any other party.

10. Applicable Law and Place of Jurisdiction

The engagement shall be governed by Swiss law.

For the settlement of disputes arising from an engagement Zurich shall be the exclusive venue.

Zürich, November 2017