

1. Scope of Application

(1) These General Terms and Conditions shall apply from the execution of the agreement between the financial service provider and the client, provided that the client is made aware of the General Terms and Conditions prior to such execution of agreement. These General Terms and Conditions shall apply in particular to agreements and orders, made within the business areas defined by the financial services provider, between the financial services provider and the client, which concern the provision of financial services in return for payment. Oral agreements shall also be valid.

(2) The client gives his consent to the application of the General Terms and Conditions to all future agreements and orders in the absence of any agreement to the contrary.

(3) In the event of agreements and orders between the financial services provider and the client that are based on general legislative provisions, the General Terms and Conditions shall apply to the extent that they do not contradict the general legislative provisions.

2. Information Provision and Cooperation Obligations of Client

(1) For the careful and diligent execution of his services, the financial services provider requires the client to provide him with all relevant information and documents which are available to the client, so that he may undertake a well-founded evaluation of the individual circumstances, provide a recommendation for further courses of action, and ensure his fulfilment of any agreements and orders.

(2) The client has an obligation to provide the financial services provider with all of the documentation relevant for the provision of his services in a timely and complete manner without being requested to do so, and to make the financial services provider aware of any circumstances that might be relevant in the provision of his services.

(3) The financial services provider may base the further provision of his services to the client on the information and documentation provided by the client following thorough enquiries without verifying such information independently. The client may not hold the financial services provider responsible for the consequences of any failure to provide information.

3. Remuneration

(1) All services provided by the financial services provider (including but not limited to document review, preparation and carrying out of meetings, development of areas of advice, discussions with banks, etc.) shall be invoiced according to time incurred on the basis of the agreed rates.

(2) Any invoice from the financial services provider is payable 20 days after issue, in the absence of any other agreement. In the event of assignments that last more than four weeks, the financial services provider is entitled to invoice his fees on a monthly basis. In the event of late payment, reminder fees and, after the second reminder, interest at a rate of 5 % p.a. may be added to the invoice. All other costs incurred in the course of provision of services shall in any event be for the account of the client.

4. Ongoing Support

(1) If an express agreement for ongoing support is entered, then such agreement shall be valid indefinitely between the financial services provider and the client and can be terminated by either party in accordance with the provisions of the regulations of the Swiss Code of Obligations. Termination must be made in writing.

(2) A termination on important grounds with immediate effect shall not be affected by paragraph 1. Important grounds shall exist, in particular, if:

(a) the relationship of trust is permanently damaged, even if this occurs unilaterally

(b) factors exist that are inconsistent with a correct fulfilment of the assignment

(c) there are other significant contract defaults.

5. Communication with Client

(1) The issuing of placement mandates (e.g. insurance broking or real estate agency) may only be made in writing following consultation with the financial adviser. The issuing of any kind of assignment by telephone, telefax or e-mail is only effective, if the client has stated his agreement to this expressly and in writing. E-mail communication counts as written statement.

(2) The financial services provider has an obligation to provide regular – according to the situation – reports of the results of his activities and to provide all relevant documentation to the client. By uploading documents to the client's personal cloud folder and notification per e-mail they are considered delivered to the client.

(3) The address most recently provided to the financial services provider shall be the address used for communications.

(4) The client recognises that the sending of e-mails under certain circumstances can lead to the loss, falsification or loss of confidentiality of data. The financial service provider shall only be liable for such consequences when he is responsible for them. E-mails shall only be deemed to have been received when confirmation of receipt has been printed out. The response to an e-mail shall also count as confirmation of receipt.

6. Copyright

The client acknowledges that each concept and every document created by the financial service provider is a work protected by copyright. Private and company-internal copying, dissemination, amendments or additions are permitted. All other such acts require the written agreement of the financial service provider.

7. Disclosure of Documents, Liability

(1) The client has an obligation to make available to the financial service provider all necessary information and documentation required for the correct fulfilment of the agreement or order by the financial service provider, truthfully, fully and in a timely manner, in order to enable proper processing by the financial service provider.

(2) The financial service provider has an obligation, on the basis of the information provided, using the required expertise, care and integrity, acting in the interests of the client, to produce the relevant conclusions, provide the relevant concept or carry out the relevant assignment. The financial service provider shall not be responsible in the event that information or disclosures that are significant to the concept being advised or the fulfilment of the assignment are not provided by the client.

(3) The financial service provider shall only be liable for any damage incurred by the client in the event that he has acted with intent or gross negligence.

(4) The financial service provider has no obligation to commission his own opinion for the review of the correctness and completeness of the concepts or the fulfilment of assignments.

(5) The financial service provider accepts no liability for agreements that the client executes with third parties.

(6) The financial service provider accepts no liability for damage in connection with the web-based document share platform (Cloud).

8. Confidentiality, Data Protection

(1) The financial service provider has an obligation to treat all information, which comes to his knowledge as a result of his business relationship with the client, confidentially and keep such information confidential from third parties. The financial service provider also has an obligation to ensure that his employees are bound by a similar obligation. Every transmission of data is governed by the provisions of the Swiss Data Protection Law and the Swiss banking secrecy law.

(2) This client agrees to the correct use of his data in accordance with the relevant provisions of the Swiss Data Protection Law.

(3) The financial service provider accepts no liability for damage in connection with cyber crime (theft of data, etc.).

9. Granting of Powers of Attorney

(1) To the extent necessary on particular occasions, the client shall grant the financial service provider a power of attorney to make enquiries in his name of banks regarding account and deposit balances as well as credit accounts, and to bind these institutions with respect to the financial service provider regarding data protection and banking secrecy. The financial service provider will use a separate power on each such occasion.

10. Miscellaneous Provisions

(1) Any amendments or additions to these General Terms and Conditions must be made in writing. This also applies to the request for use of the written form. Verbal subsidiary agreements shall not be effective.

(2) In the event that individual provisions of these General Terms and Conditions are or become invalid or unenforceable, the remainder of the agreement shall be unaffected. In such event, the invalid or unenforceable provision shall be replaced with one that comes as close as possible to the economic purpose of the provision that is invalid or unenforceable.

(3) The agreements entered between the financial service provider and the client shall be governed by and construed in accordance with the laws of Switzerland. The place of jurisdiction for all disputes shall be 5080 Laufenburg/Schweiz.