

## General Terms and Conditions of SEQUOIA Legal & Advisory LLC

### 1. **Applicability of the General Terms and Conditions**

SEQUOIA Legal & Advisory LLC (**SEQUOIA Legal & Advisory**) is a limited liability company with its registered seat in Birmensdorf ZH, Switzerland.

These General Terms and Conditions (**GT&C**) apply to any instructions given to SEQUOIA Legal & Advisory and to any legal relationship that arises as a result thereof or in connection therewith, including any follow-up instructions or engagements by the client (**Client**). They apply except to the extent that SEQUOIA Legal & Advisory has agreed on different terms with the Client in writing (e.g., in an Engagement Letter). In case of discrepancies between any Engagement Letter, these GT&C, and any power of attorney issued by the Client the respective documents shall prevail in that order.

These GT&C are also stipulated on behalf of those legal entities, natural persons such as employees, counsels or partners and third parties that are directly or indirectly involved in any way in the execution of the instructions and all legal entities and natural persons for whose actions SEQUOIA Legal & Advisory may be liable.

### 2. **Engagement and Instructions**

Any engagement between SEQUOIA Legal & Advisory and the Client shall be subject to SEQUOIA Legal &

Advisory's express acceptance of such engagement.

All engagements are deemed to have been given to and accepted by SEQUOIA Legal & Advisory, also if it is the Client's express or implied intention that an engagement be performed by a specific person. This applies in particular also where a power of attorney is issued to a specific person.

SEQUOIA Legal & Advisory will take instructions from the Client, or such person or persons designated by the Client for this purpose. The Client agrees that SEQUOIA Legal & Advisory shall be entitled to rely on such instructions given by such person or persons.

The Client will ensure that SEQUOIA Legal & Advisory is supplied with all information that SEQUOIA Legal & Advisory reasonably requires to perform its engagement or that is material to its engagement in a timely manner. Unless the Client has expressly asked SEQUOIA Legal & Advisory to do so, SEQUOIA Legal & Advisory will not verify or check any information provided to it by the Client, or by others on the Client's behalf, and the Client acknowledges that SEQUOIA Legal & Advisory shall be entitled to rely on such information when performing its obligations under the engagement.

In the event that SEQUOIA Legal & Advisory is acting for the Client on several matters, the Client should not assume that information the

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Client provides to a person working on one matter will be communicated to a person working on another matter. The Client should therefore provide all information that has a bearing on a matter directly to the relevant team.

### 3. Fees and Invoicing

#### 3.1. Rates / Legal Fees

Unless agreed otherwise, SEQUOIA Legal & Advisory charges and the Client agrees to pay for SEQUOIA Legal & Advisory's services on a time-spent basis. SEQUOIA Legal & Advisory charges for all time spent related to the engagement, including legal research, documentation, meetings, travel etc. Services rendered will be detailed in the invoice in increments of six minutes.

The applicable hourly rates depend on the experience and seniority of the involved professionals. SEQUOIA Legal & Advisory reserves the right to change its rates on an annual basis.

If SEQUOIA Legal & Advisory represents the Client before courts or authorities, SEQUOIA Legal & Advisory's fees shall in no event be less than the amount of compensation awarded to the Client for the costs of legal representation.

Unless explicitly stated otherwise in writing, any quote, estimate or indication of anticipated legal fees shall constitute a non-binding estimate only. Moreover, any quote, estimation, indication, fixed fee, or

cap of legal fees is exclusive of expenses, VAT, etc.

#### 3.2. Expenses

In addition to legal fees, SEQUOIA Legal & Advisory may charge a lump-sum of 3% of the total legal fees to cover general office costs, including postage, telephone/fax charges, charges for electronic communications, photocopy expenses and expenses for the preparation of documents, database searches etc.

Expenditures exceeding CHF 100.– per item as well as administrative or court costs (such as filing fees) may be charged separately, i.e., in addition to the 3% lump-sum. SEQUOIA Legal & Advisory reserves the right to forward to the Client for direct payment such invoices it receives from third parties.

SEQUOIA Legal & Advisory is entitled to procure third party services, including but not limited to translation services and the like in the Client's name and on the Client's account and is authorized to agree to terms and conditions for such services on behalf of the Client.

#### 3.3. Value Added Tax and Foreign Taxes and Deductions

Unless indicated otherwise, all amounts are exclusive of value added tax (VAT) where applicable. Any VAT payable by SEQUOIA Legal & Advisory shall be charged to the Client, in addition.

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Likewise, any applicable foreign taxes and deductions are at the Client's expense and are to be borne by the Client or charged to the Client.

### **3.4. Billing and Payment**

Unless agreed otherwise, SEQUOIA Legal & Advisory's invoices are due for payment within thirty (30) days of the invoice date. The Client is not entitled to suspend the obligation to pay invoices issued by SEQUOIA Legal & Advisory and/or to claim set-off.

If an invoice is not paid within the specified period, the Client will be in default by operation of law and may be liable to pay statutory default interest. Furthermore, SEQUOIA Legal & Advisory reserves the right to decline to act any further on this or any other engagement on which it is acting for the Client. In the event that SEQUOIA Legal & Advisory takes action to pursue and enforce payment, its costs of doing so will be payable at the usual rates of the staff engaged in such action.

The Client irrevocably releases SEQUOIA Legal & Advisory and any employee, counsel, associate, partner or any other affiliate of SEQUOIA Legal & Advisory from their professional secrecy obligations for any debt enforcement action, court proceedings and/or arbitration proceedings to the extent required to pursue and enforce SEQUOIA Legal & Advisory's claims for legal fees and expenses.

### **3.5 Retainer and Payment**

SEQUOIA Legal & Advisory may request the client to pay a retainer for legal fees and expenses. SEQUOIA Legal & Advisory reserves the right to increase such retainer amount during the course of the engagement. Retainers will be carried forward through the engagement and deducted from the final invoice upon termination of SEQUOIA Legal & Advisory's engagement.

## **4. Confidentiality and Disclosure**

SEQUOIA Legal & Advisory is subject to professional secrecy obligations. SEQUOIA Legal & Advisory will treat any information obtained from the Client that is not in the public domain as confidential. Nevertheless, the Client agrees that SEQUOIA Legal & Advisory may disclose any relevant information in order to protect and/or defend itself in any actual or threatened legal, civil or regulatory proceedings or to enforce its claims against the Client as per Section 3.4 above, and may also disclose any relevant information in confidence to SEQUOIA Legal & Advisory's insurers, insurance brokers, auditors and advisers.

SEQUOIA Legal & Advisory may further be required to make certain disclosures to the appropriate authorities pursuant to applicable money-laundering, terrorism financing, or sanctions provisions. Such obligations may override SEQUOIA Legal & Advisory's professional secrecy obligations. If so, SEQUOIA Legal & Advisory will

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(where permissible and practicable) inform the Client of the request or requirement to disclose.

SEQUOIA Legal & Advisory may outsource legal services (in particular in relation to foreign law) and support services (such as translation, interpretation, etc.) on the basis that SEQUOIA Legal & Advisory's suppliers have agreed to confidentiality.

Unless specifically instructed otherwise SEQUOIA Legal & Advisory is permitted to communicate and exchange information with the Client's (or its affiliates') employees, consultants, corporate bodies for the purpose of providing SEQUOIA Legal & Advisory's services.

There may be occasions when SEQUOIA Legal & Advisory acts for, or is aware of information regarding other clients who may be in a similar business to the Client's or whom the Client may consider as competitors. SEQUOIA Legal & Advisory will be under no duty to disclose such information to the Client.

### 5. Legal as a Service Offering

The monthly basic price of the Legal as a Service Offering covers initial legal assessments and information provided by phone, e-mail and WhatsApp based on an average monthly advisory requirement ("Fair Usage Policy"). SEQUOIA Legal & Advisory reserves the right to charge services rendered after an excessive usage of this offering on a time spent

basis, whereas the Client will be informed in advance.

Hourly packages agreed as part of the Legal as a Service Offering are invoiced monthly over a period of one year. Hours not used are credited to the Client and can be carried over to another term. If the hours are used up before the end of the term, the additional time spent is charged according to the regular hourly rate. Alternatively, a further hourly package can be agreed on.

The Legal as a Service Offering is agreed for a fixed term of one year and can be extended by renewed agreement.

### 6. Conflicts/Relationships with other clients

SEQUOIA Legal & Advisory may not accept an engagement, or may have to cease to act for the Client under its statutory and professional rules if there is a conflict between SEQUOIA Legal & Advisory's duties to the Client and to other clients, or between SEQUOIA Legal & Advisory's interests and the Client's interests. The Client agrees to provide SEQUOIA Legal & Advisory at any time with the information required to conduct a conflict search. In addition, the Client agrees to promptly inform SEQUOIA Legal & Advisory if the Client becomes aware of any circumstances it considers a potential conflict.

The Client acknowledges that, by accepting an engagement, SEQUOIA Legal & Advisory does not grant

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exclusivity for the provision of legal advice in relation to a certain business or market.

Subject to statutory and professional rules, SEQUOIA Legal & Advisory may act for other clients in transactions, disputes or other matters in which the Client or any affiliated entity of the Client has an interest, provided that SEQUOIA Legal & Advisory does not thereby breach its duties to the Client.

### 7. Communication

Unless specifically instructed otherwise in writing, the Client agrees that SEQUOIA Legal & Advisory may use electronic means, without encryption, when SEQUOIA Legal & Advisory communicates with the Client or with third parties in respect of the Client's affairs. The Client acknowledges that communication by electronic means, e.g., by email, fax or internet-based applications is associated with risks, in particular the risk that third parties may gain knowledge, that the contents of such communication may be infected with computer viruses, manipulated or become corrupted, or that communication may be misdirected, delayed or not received. SEQUOIA Legal & Advisory shall not be liable for such risks.

SEQUOIA Legal & Advisory advises the Client to carry out its own virus checks on all its systems, data and communications.

### 8. Liability and Limitation

The Client agrees that its recourse for any damages is against SEQUOIA Legal & Advisory only. The Client hereby agrees that it will not bring any claim or proceedings and waives any claim against any employee, consultant, associate, partner or any other affiliate of SEQUOIA Legal & Advisory.

Regardless of the legal reason, the liability of SEQUOIA Legal & Advisory is limited to losses or damages caused by our wilful misconduct or gross negligence.

Any advice given by SEQUOIA Legal & Advisory is provided solely for the Client's use and benefit and may not be used or relied on for any other purpose or disclosed to any other person (excluding the Client's professional advisors on a "need-to-know-basis", who, however, may place no reliance on such advice) without SEQUOIA Legal & Advisory's prior written approval.

If SEQUOIA Legal & Advisory's role includes assisting the Client in coordinating the work of the Client's other advisers, SEQUOIA Legal & Advisory will not be responsible for the advice provided by them. It is the Client's responsibility to ensure that the advice from its other advisers is received and considered by the Client and is adequate for the Client's purposes.

Unless specifically agreed SEQUOIA Legal & Advisory is neither liable for any advice on foreign, i.e., non-Swiss, law, nor liable for any tax advice.

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Likewise, SEQUOIA Legal & Advisory is under no duty to update any advice given to the Client.

**9. Complaints**

The Client may address any complaints to the lawyer in charge. If that does not resolve the matter to the Client's satisfaction or if the Client has other concerns, the Client is invited to address such complaint in writing to any member of SEQUOIA Legal & Advisory's Management Board.

**10. Termination**

Both the Client and SEQUOIA Legal & Advisory have the right to unilaterally terminate the engagement and any power of attorney issued on the basis thereof at any time.

The Client will be responsible for any fees, expenses and disbursements incurred up to the date of termination, together with any fees, expenses and disbursements necessarily associated with SEQUOIA Legal & Advisory ceasing to act or the transfer of the work to another adviser of the Client's choice.

SEQUOIA Legal & Advisory shall retain the file for a period of ten years after termination of the engagement or completion of a matter. Thereafter, SEQUOIA Legal & Advisory may destroy the file without prior notice.

**11. Governing Law and Jurisdiction**

The legal relationship between the Client and SEQUOIA Legal & Advisory shall be governed in all respects by substantive Swiss law.

Any dispute arising out of, or in relation to, SEQUOIA Legal & Advisory's legal relationship to the Client shall be resolved exclusively by the competent ordinary courts at the registered seat of SEQUOIA Legal & Advisory.

Juli 2020