

**General Terms & Conditions**

Effective September 1, 2023

**1. Acceptance of Terms**

1.1 By engaging the services of ImpactBuilders Financials AG, Oberallmendstrasse 18, CH-6300 Zug, Company ID CHE-465.354.824, hereinafter referred to as "the Company," the Client agrees to be bound by these General Terms & Conditions.

1.2 These terms apply to all business, advisory, governance, and management services provided by the Company, whether agreed upon in writing, orally, via email, or through any other means of communication.

**2. Services and Assignments**

2.1 The Company agrees to provide business, advisory, governance, and management services to the Client based on the terms specified in any written agreement or communication.

2.2 Any oral demand, email, report, or contract shall be considered a valid assignment, and both parties agree to be bound by the terms set forth in such communication.

**3. Rates and Payments**

3.1 The Company shall issue monthly, quarterly, intermediate, or end-of-project invoices to the Client for services rendered. Such invoices are due within 30 days from the invoice date. For large projects, the Company reserves the right to issue advance invoices. Such advance invoices are due within 15 days from the invoice date.

3.2 In the absence of a specific written contract, the Company's default hourly rates shall apply for the provision of services. The default hourly rates for clients in Switzerland are CHF 450/h (VAT excl.), for clients in Belgium, The Netherlands, Luxemburg, Germany, and France are €250/h (VAT excl), for clients in Estonia, Latvia, Lithuania are €175/h (VAT excl), for clients in Sweden are SEK 2500 (VAT excl.).

3.3 Every year, on September 1, all rates, also the rates that are mentioned in written agreements, are automatically indexed with a minimum of 1,5%, or higher depending on the current inflation in the relevant country.

3.4 For online assignments, the Client shall reimburse the Company for reasonable expenses incurred, along with an additional expense reimbursement fee of 10% of the total project cost. For assignments requiring international transport, the Client shall reimburse the Company for reasonable expenses incurred, along with an additional expense reimbursement fee of 25% of the total project cost.

3.5 In the event that payment is not received by the Company within 30 days of the invoice date (or within 15 days of the advance invoice date), the Client shall be liable to pay interest on the overdue amount at a rate of 12,5% per annum. This interest shall accrue daily from the due date until the date of actual payment. All costs incurred for the collection of the late payment will be paid by the Client.

3.6 In the event that any invoice remains unpaid for 7 days after the issuance of a payment reminder, the Company reserves the right to immediately claim all outstanding invoices to be paid, regardless of the original payment terms offered to the Client.

# **IMPACT BUILDERS**

## **4. Limitation of Liability**

4.1 The total liability of the Company, whether in contract, tort, or otherwise, arising out of or in connection with the provision of services, shall be limited to 10% of the total fees paid by the Client to the Company for the specific services that gave rise to the liability.

4.2 In no event shall the Company be liable for any indirect, consequential, or special damages, including but not limited to loss of profits, loss of business, or loss of data.

## **5. Intellectual Property (IP) Transfer**

5.1 The Company retains ownership of all intellectual property (IP) rights, including but not limited to copyrights, trademarks, and patents, associated with the services provided.

5.2 Unless otherwise specified in a separate written agreement, the Company does not transfer any intellectual property rights to the Client. The Client acknowledges that the services provided do not grant any license or ownership of the Company's pre-existing intellectual property.

5.3 Specific arrangements regarding the transfer of intellectual property rights for creations made explicitly for the Client will be outlined in a separate clause within the corresponding agreement.

## **6. Confidentiality and Information Disclosure for Negotiations**

6.1 The Client acknowledges that information gathered in the course of the cooperation may be semi-public or need to be disclosed for negotiation purposes.

6.2 The Company may disclose relevant information to third parties when necessary for negotiations, provided that the Client's confidential information is handled with the utmost care and in accordance with the confidentiality provisions outlined in these terms.

## **7. Termination**

7.1 Either party may terminate the engagement with written notice if the other party breaches any material term of the agreement and fails to remedy such breach within 30 days of receiving written notice.

## **8. Governing Law and Jurisdiction**

8.1 These terms and the services provided shall be governed by and construed in accordance with the laws of Switzerland.

8.2 Any dispute arising out of or in connection with these terms or the services provided shall be subject to the exclusive jurisdiction of the courts of Zug, Switzerland.

## **9. Updates to Terms**

9.1 The Company reserves the right to update or modify these General Terms & Conditions at any time. Such changes will be effective immediately upon posting on the Company's website.

By engaging the services of the Company, the Client acknowledges having read, understood, and agreed to these General Terms & Conditions.

ImpactBuilders Financials AG, Oberallmendstrasse 18, 6300 Zug, Switzerland

Contact: [backoffice@impactbuilders.eu](mailto:backoffice@impactbuilders.eu)