

# Trust mandate and power of attorney



## Agents (hereinafter referred to as ATG)

Company	ATG Business AG (CHE-402.402.529)
represented by	Andreas Graf   treuhand@atg-business.ch   071 740 94 80
Address, postal code, city	Widnauerstrasse 6, Postfach, 9435 Heerbrugg

## Client

Company	
Authorized signatory	
UID-Nr.	
Address, postal code, city	

**The representative is hereby instructed and authorized by the client to advise and represent the Principal in the matter of fiduciary settlement (namely accounting, VAT, direct taxes, social insurances) under express authority of substitution.**

In particular, the Agent shall be authorized to represent the Principal before all authorities involved in the above-mentioned matter and vis-à-vis third parties, to take such actions as it deems necessary, to accept payments, to acknowledge them and to issue them, to sign on behalf of the Principal in a legally binding manner and to conduct proceedings and conclude settlements. The Agent shall also be entitled to inspect all files at all authorities, banks and third parties, to obtain information and to receive correspondence.

The principal shall provide the documents and information necessary for the fulfilment of the order without special request and shall inform the agent of all procedures and circumstances which are necessary for the faithful fulfilment of the order. The Client undertakes to pay the fee and expenses and to make reasonable advance payments of costs. For the calculation of the fee, the services shall be calculated on a time basis at hourly rates customary in the industry (see Appendix 1 of this order). Third-party expenses and special use of the infrastructure will be invoiced separately. The commissioning party is authorized to offset payments received against its claims.

Any disputes arising from this or any other contractual relationship between the parties shall be decided by the courts having jurisdiction at the registered office of the commissioned party. Swiss law shall apply, in particular the provisions of the Swiss Code of Obligations (OR) concerning the order (Art. 394 et seq. OR) as well as the General Terms and Conditions (GTC) of ATG Business AG.

Location, date	
Client	
ATG Business AG	

## Costs

Company	
---------	--

### Cost estimates

by clerk	CHF 100.-- per hour
by mandate advisor	CHF 155.-- per hour
by head of mandate	CHF 175.-- per hour

### Cost estimates

special consulting for VAT	CHF 250.-- per hour
accounting automatic	CHF 3.50 per invoice

The hourly rate is charged for all services that are not charged at a flat rate. The rate may be adjusted upon written notification in accordance with the General Terms and Conditions (GTC) and is exclusive of VAT due. If ATG invoices fall into the reminder status (due date over 45 days), ATG may demand an invoice on account for future services.

### Benefits with lump-sum compensation

Control and dispatch of invoices from the Social Insurance Institution	CHF 180.-- per annum
Assumption of mandate legal & natural persons Initial consultation, assumption of mandate, opening of accounts, deposit of power of attorney	CHF 1'000.--
Company formation natural persons Consultation up to 1.5h, foundation, administration, HR registration, opening of accounts, necessary registrations	CHF 1'000.--
Company formation legal entities Consultation up to 1.5h, foundation, <u>notarisation</u> , administration, HR registration, opening of accounts, necessary registrations	CHF 1'299.-- (minimum)
Domicile location address ATG Business AG (basic flat rate) Correspondence processing is carried out on a fee basis	CHF 1'800.-- per annum
Flat-rate expenses (copies/printing/etc.)	3.00 % of the net invoice amount

### Personnel Administration

monthly payroll accounting without withholding tax <i>is included: statements, notifications to the appropriate authorities, interim pay slips, incl. dispatch</i>	CHF 40.-- per employee
Monthly salary statement with withholding tax surcharge:	CHF 20.-- (surcharge per employee)

### customer confirmation

The client hereby confirms that he has understood and accepted the costs listed above. In the event of outstanding payments on the part of the client, no further services shall be provided by ATG Business AG as of the 1st reminder, even if the resignation is untimely pursuant to Art. 404, 2 OR. The fiduciary mandate may be terminated by either party without notice.

Location, date	
Client	

## Privacy Information

Company

### General provisions

#### Subject matter and scope of this Agreement

1. This Agreement on Order Processing ("Agreement") sets out the rights and obligations of the parties with regard to order processing arising for them from the applicable data protection law. In this respect, it supplements the contractual agreements between the parties. This may be a single or multiple contracts between the parties regarding the provision of services to the customer. 2.
2. This Agreement shall only apply to services where the Principal processes personal data on behalf of and for the purposes of the Customer ("Order Processing"), whereby the Customer is either the Controller or the Processor and the Principal is either the Processor or the Sub-Processor.
3. This Agreement expressly does not apply to the processing of Personal Data where the Customer determines the purposes and means of the processing and is therefore responsible for the data processing under applicable data protection laws.
4. This agreement is an integral part of the contract. The provisions of this Agreement do not limit the rights and obligations of the Parties with respect to the provision of services under the Contract. However, the provisions of this Agreement shall prevail over the provisions of the Agreement with respect to their subject matter.

#### Term of the Agreement

1. The term of this Agreement shall be the term of the Contract, unless the provisions of this Agreement impose obligations exceeding the term of this Agreement. In the case of such continuing obligations, this agreement shall continue to exist until the corresponding obligations have expired.
2. By this regulation the parties do not modify the rights of termination agreed in the contract.

#### Definitions

1. Capitalized terms used in this Agreement in boldface type and enclosed in quotation marks and inverted commas shall have the meanings ascribed to them therein throughout this Agreement.
2. Data protection related terms used in this Agreement such as "personal data" (personal data), "data subject", "controller", "order processor", or "data protection impact assessment" shall have the meanings ascribed to them in the Swiss DPA or (where applicable) in the EU GDPR.

#### Description of the Order Processing and Obligations of the Parties

##### Information on order processing and purpose

1. The subject matter and purpose of the order processing are set out in the contract and the service descriptions of the Client in conjunction with any separate instructions from the Client.
2. The type of processing, the type of personal data processed ("contractual personal data") and the group (categories) of persons affected shall also be determined in accordance with the contract and the service descriptions of the Client in conjunction with any separate instructions from the Customer.
3. The processing of the order shall take place in Switzerland and/or in countries of the EU/EEA.
4. The duration of the processing shall be determined in accordance with section 2.

##### Commitment to instructions, earmarking and control

The Customer undertakes and warrants that the Customer shall process all personal data which are the subject of the contract (i) exclusively for the purposes described in Section 4, (ii) in accordance with the Customer's instructions and (iii) in accordance with this Agreement; and (iv) not for its own purposes.

##### Data Security

1. The Customer undertakes to take appropriate technical and organizational protective measures in the interest of confidentiality, integrity and contractual availability of the contractual personal data.
2. To this end, the Customer shall implement access controls and procedures for the regular review, assessment and evaluation of the effectiveness of the technical and organizational measures. When selecting the measures, the client shall take into account the state of the art, the implementation costs as well as the type, scope, circumstances and purposes of the processing as well as the varying probability of occurrence and severity of the risk for affected persons.

##### Notification of data security breaches

1. If the Customer notices a breach of security consisting in the unintentional or unlawful loss, deletion, destruction or alteration of personal data that is the subject of the contract or in the disclosure or access of such data to unauthorized persons ("Data Security Breach"), the Customer shall report the Data Security Breach as soon as possible and without culpable delay on the part of the Customer. The Customer shall then (i) investigate the Data Breach and determine its impact, (ii) inform the Customer in detail about the Data Breach, and (iii) take appropriate measures to mitigate the impact and minimize the risk that the Data Breach may pose to data subjects. 2.
2. Customer shall provide Customer with reasonable assistance to support Customer in fulfilling its obligations to report Data Security Breaches to competent supervisory authorities or to Data Subjects.

### Information and support obligations

1. The Customer undertakes to inform the Customer as soon as possible and on its own initiative (i) if the Customer believes that the Customer will no longer be able to meet its obligations under this Agreement in the foreseeable future; as well as (ii) of any request for the exercise of data subject rights received by the Principal directly from data subjects in relation to Personal Data subject to the Agreement (provided that the Principal can make an allocation to the data subject based on the information provided by the data subject; otherwise, the Principal shall ask the data subject to contact the data controller).
2. The customer undertakes to support the Customer, upon request and against separate remuneration, in responding to inquiries from data subjects regarding the exercise of data protection rights.
3. In addition, the Customer undertakes to support the Customer upon request and against separate remuneration in data protection impact assessments and prior consultations with data protection supervisory authorities.
4. The Customer shall provide the Customer with all information reasonably required by the Customer to demonstrate compliance with its obligations under applicable data protection law in relation to the processing of the order. Upon request of the customer, the client shall also provide any information security reports prepared by an audit firm or certification body in relation to the services of the client or its subcontractors.

### Confidentiality

1. The customer undertakes to maintain the confidentiality of the personal data covered by the contract and shall oblige the persons entrusted with the processing of the order to maintain confidentiality.
2. These confidentiality obligations shall continue to apply for an unlimited period after termination of this agreement.

### Subcontractors

1. Subcontractors are natural persons or legal entities which the client employs for the processing of the order. The principal shall be entitled to engage subcontractors. In such cases, the client shall be obliged to conclude an agreement on (sub-)order processing with subcontractors to the extent necessary to enable the client to comply with the provisions of this agreement between the client and the customer. This also includes the transfer of the client's confidentiality obligations to the subcontractor. 2.
2. The principal shall inform the Customer upon request of the identity and country of domicile as well as the type and location (country) of data processing of the sub-processors engaged by the principal at the time of the entry into force of this Agreement. The Customer shall inform the Client in advance in a suitable manner if the Customer appoints new sub-processors or replaces existing ones after this Agreement comes into force. If the Customer does not object to this within 30 days of the date of the notification on important data protection grounds, the new or replaced subcontractor shall be deemed to have been approved. In the event of an objection on the part of the customer, the customer shall be entitled to terminate the contract without notice in accordance with the contract.

### Return or deletion of contractual personal data upon termination of the contract

After termination of the contract, the Customer shall delete the personal data covered by the contract in accordance with the relevant provisions in the contract or, if the Customer so wishes, return it to the Customer in a suitable format.

### Audit

1. The Customer may carry out or have carried out an audit at the Customer's premises once a year to check the security measures or other compliance with this Agreement. The costs for this shall be borne by the customer. The client shall support the audits within the scope of a proportionate effort against settlement of the incurred effort.
2. The inspection and audit rights under this Agreement shall apply only to the extent that the Customer's contract does not otherwise permit the Customer to inspect and audit the performance of this Agreement.

Location, date	
Client	