

Trust mandate and power of attorney



Agents (hereinafter referred to as ATG)

Company	ATG Business AG (CHE-402.402.529)
contact	info@atg-treuhand.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	
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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

(The masculine form is used to improve the legibility of personal designations. These terms apply to all genders)

Subject matter and scope of this Agreement

1. This agreement on order processing ("Agreement") specifies the rights and obligations of the parties with regard to order processing arising from them from the applicable data protection law. It supplements the contractual agreements between the parties in this respect. This may involve a single or several contracts between the parties regarding the provision of services for the client.
2. The agreement only applies in relation to services in which ATG Business AG (hereinafter referred to as "ATG") processes personal data on behalf of and for the purposes of the client.
3. This agreement expressly does not apply to the processing of personal data where the client 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 restrict the rights and obligations of the parties in relation to the provision of services under the contract. However, the provisions of this Agreement shall take precedence over the provisions of the Contract with regard to their subject matter.

Term of the Agreement

1. The term of this Agreement shall correspond to the term of the Contract, unless the provisions of this Agreement result in obligations extending beyond this term. In the case of such continuing obligations, this agreement shall continue to exist until the corresponding obligations have expired.
2. This provision does not modify the parties' rights of termination agreed in the contract.

Definitions

The data protection-related terms used in this Agreement, such as "personal data" (personal data), "data subject", "controller", "processor", or "data protection impact assessment" have the meaning ascribed to them in the Swiss DPA or (where applicable) in the EU GDPR.

Description of 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 commissioned party in conjunction with any separate instructions from the client
2. The type of processing, the type of personal data processed ("personal data covered by the contract") and the group (categories) of persons concerned are also determined by the contract and any service descriptions of ATG in conjunction with any separate instructions of the client.
3. The order processing takes 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, Chapter Term of the Agreement.

Obligation to follow instructions, earmarking and control

The ATG undertakes and warrants that it will process all personal data covered by the contract exclusively for the purposes described, in accordance with the client's instructions and in accordance with this agreement, and will not use it for its own purposes.

Data security

1. ATG undertakes to take appropriate technical and organizational protective measures in the interests of the confidentiality, integrity and contractual availability of the personal data covered by the contract.
2. In particular, ATG shall implement access controls, access controls and procedures for the regular review, assessment and evaluation of the effectiveness of the technical and organizational measures. When selecting the measures, ATG takes into account the state of the art, the implementation costs and the type, scope, circumstances and purposes of the processing as well as the varying probability of occurrence and severity of the risk for data subjects.

Notification of data security breaches

1. If ATG becomes aware of a breach of security consisting of the unintentional or unlawful loss, deletion, destruction or alteration of personal data covered by the contract or the disclosure or access of such data to unauthorized persons ("data security breach"), ATG shall report the data security breach as quickly as possible and without undue delay on the part of the client. ATG will then investigate the Data Security Breach and determine the impact, inform the Client in detail about the Data Security Breach and take appropriate measures to mitigate the impact and minimize the risk that the Data Security Breach may pose to affected persons. 2.
2. The Representative will provide reasonable assistance to ATG to support ATG in fulfilling its obligations to report data security breaches to competent supervisory authorities or to data subjects.
3. As part of the settlement of claims, ATG has taken out cyber insurance with a reputable Swiss insurance company to protect against financial risks.

Information and support obligations

1. ATG undertakes to inform the client as quickly as possible and on its own initiative if ATG is of the opinion that it will no longer be able to fulfill its obligations under this agreement in the foreseeable future; and of any request to exercise data subject rights that ATG has received directly from data subjects in relation to the personal data covered by the contract (provided that ATG can make an assignment to the data subject based on the information provided by the data subject; otherwise ATG will ask the data subject to contact the person responsible for data processing).
2. ATG undertakes to support the client upon request and for a separate fee (hourly rate for the head of the mandate) in responding to requests from data subjects to exercise their rights under data protection law.
3. In addition, ATG undertakes to support the client upon request and against separate remuneration in data protection impact assessments and prior consultations with data protection supervisory authorities.
4. ATG shall provide the client with all information that the client reasonably requires to prove compliance with its obligations under the applicable data protection law in relation to the processing of the order (in particular in connection with personnel administration), subject to billing of the expenses incurred (hourly rate for the head of the mandate). At the request of the client, ATG will also provide any information security reports prepared by an audit company or certification body in relation to the services provided by ATG or its subcontractors, subject to the billing of the costs incurred (hourly rate for the head of the mandate).

Confidentiality

1. ATG 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 even after termination of this agreement.

Sub-processors

1. Sub-processors are natural persons or legal entities which ATG engages for order processing (e.g. system manufacturers, IT support). ATG is entitled to call in subcontractors. In such cases, ATG is obliged to conclude an agreement on (sub-)order processing with subcontractors to the extent necessary to enable ATG to comply with the provisions of this agreement between the client and ATG. This also includes the transfer of ATG's confidentiality obligations to the subcontractor.
2. Upon request, ATG shall inform the customer of the identity and country of domicile as well as the type and location (country) of data processing of the sub-processors engaged by ATG at the time this agreement comes into force. ATG shall inform the client in advance in an appropriate manner if it engages new sub-processors or replaces existing sub-processors who carry out processing outside Switzerland after this agreement comes into force. If the client does not object to this within 30 days of the date of notification for important data protection reasons, the new or replaced sub-processor shall be deemed approved. Termination of the cooperation between ATG and the client is possible at any time without cause and without notice period, irrespective of this agreement.

Return or deletion of personal data covered by the contract upon termination of the contract

ATG will delete the personal data covered by the contract after termination of the contract in accordance with the relevant provisions and return it to the client in electronic form.

Audit

1. The client may carry out an audit or have an audit carried out by ATG once a year to check the security measures or other compliance with this agreement. The costs of the audit shall be borne exclusively by the client. ATG shall support the audits within the scope of a proportionate expense against invoicing of the expenses incurred (hourly rate for the head of the mandate).

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