

General Terms and Conditions (GTC)

1 Scope of application

These General Terms and Conditions (GTC) apply to proposals made by Wüest Partner AG and to contracts between Wüest Partner AG and its clients (customers), provided that reference is made to these GTC in the proposal, in the order confirmation, or in a contractual document. They form an integral part of the contracts and proposals. In the event of contradictions, the provisions in the text of the contract shall take precedence over these GTC.

The customer's general terms and conditions do not form part of the contract.

In the event of any contradictions between the English, French, Italian, and German versions of these GTC, the German version shall prevail.

2 Form

All agreements (including subsequent amendments, collateral agreements, and assurances) of the contracting parties must be in writing in order to be valid. Other forms of transmission that enable proof by text (fax, e-mail) are treated in the same way as the written form.

3 Validity of offers

Unless otherwise agreed, proposals are valid for 60 days from the date of issue.

4 Services

4.1 General

Wüest Partner AG commits to abiding by the contract competently and carefully. It will keep the client regularly informed about the progress of the work, and notify them in writing of any circumstances that may affect the contract's performance. The client is entitled to information about all parts of the order at any time.

4.2 Employees

Wüest Partner AG only employs carefully selected and well-trained staff. The persons involved in the provision of services by Wüest Partner AG form the project team. If persons are named in the agreement regarding the provision of services, Wüest Partner AG will ensure that they are involved as far as possible. Wüest Partner AG is entitled to replace these persons with other employees of equivalent competence.

5 Deadlines

Compliance with the agreed deadline by Wüest Partner AG presupposes the timely performance of all services by the client, in particular the delivery of the necessary documents.

6 Client Services

The client shall provide Wüest Partner AG with all documents and information required for the provision of the services in a timely manner and without special requests. Wüest Partner AG assumes that the information and documents provided are complete and that the information contained therein is correct. Unless otherwise agreed, Wüest Partner AG is not obliged to check this information for its correctness, completeness, or for any contradictions.

7 Use of the work results

The work results are intended exclusively for the use and general information of the customer and may not be passed on to third parties or used for any purpose other than that agreed in the order unless otherwise agreed.

8 Prohibition of Assignment and Transfer

Neither the client nor Wüest Partner AG may assign the rights arising from the agreement to a third party and/or transfer the agreement to a third party without the consent of the other party. If the agreement or the fee obligation is transferred by the client to a third party with the consent of all parties involved, the client shall additionally be independently, jointly, and severally and unlimitedly liable to the third party for all existing and future fee-related claims.

9 Customer obligation of checks and complaints

The client must check the work results immediately and notify Wüest Partner AG in writing of any complaints within 60 days of receipt. If the client fails to do so, the results of the order shall be deemed as approved. In the event of a justified complaint, Wüest Partner AG shall rectify the work results at its own expense, provided that this is reasonable and appropriate.

10 Additional services

Services that go beyond the agreed scope and are related to the protection of the client's interests and diligent fulfillment of the order are to be paid for additionally by the client. Wüest Partner AG shall immediately inform the client of the extended scope of services and any resulting costs.

11 Fees

11.1 Forfeiture/Delay

If the payment deadline stated on the invoice is not met, the client shall be in arrears without reminder and owes Wüest Partner AG the statutory default interest in addition to the invoice amount.

11.2 Prohibition of offsetting

The client is not entitled to withhold due payments or to offset them against counterclaims unless these counterclaims have been expressly recognized by Wüest Partner AG in writing or have been established in a legally binding judgment.

11.3 Value added tax

If, in error, no value-added tax (VAT) has been invoiced for our services, even though the services are subject to value-added tax in accordance with the Swiss VAT law or different interpretations of the Swiss Federal Tax Administration, Wüest Partner AG reserves the right to invoice the VAT retroactively.

12 Limitation of liability

12.1 Consulting

Within the scope of the consulting assignment, decision bases are developed, which contain the measures to be taken by the client. Responsibility for implementing these measures and their consequences lies exclusively with the client.

12.2 Valuation

The reports and, in particular, the forecasts contained therein are carefully prepared and drawn up by Wüest Partner AG to the best of its knowledge within the scope of the contract, taking into account applicable professional standards. Although Wüest Partner AG prepares the data carefully, it cannot guarantee their accuracy. The data are estimates which, due to the system, have a certain degree of inaccuracy. For this reason, the client cannot derive any liability or compensation from the data provided.

12.3 Disclaimer

Wüest Partner AG is not liable for pure financial loss, in particular loss of profit. Liability for slight negligence is excluded.

12.4 Limitation of liability

The liability of Wüest Partner AG is limited in total to the amount of the fee owed according to the agreement. This limitation applies to any kind of damage, irrespective of the legal grounds.

13 Non-solicitation

The client shall not attempt to recruit any employees of Wüest Partner AG or one of its subsidiaries in any form whatsoever. This non-solicitation clause applies for the duration of the contractual relationship between Wüest Partner AG (or one of its subsidiaries) and the client and until one year after its termination. In the event of a breach of this non-solicitation clause, the client must pay a contractual penalty in the amount of one year's salary of the solicited employee. The payment of the contractual penalty does not release the customer from the non-solicitation obligation. We reserve the right to claim further damages.

14 Confidentiality

Wüest Partner AG, its employees, and any third parties involved shall treat all data, information, documents, and files not known to the public as strictly confidential, including those it learns about the customer or their business relations in the course of the contractual relationship and which belong to the customer's area of confidentiality and are neither obvious nor generally accessible, and shall not make them accessible to third parties without the customer's consent. Further information on data protection at Wüest Partner can be found in the data protection statement at: <https://www.wuestpartner.com/ch-en/legal-notice/>

15 Databases

Wüest Partner AG is obliged to and reserves the right to freely use the data provided by the client within the scope of the order for its own purposes, provided that no conclusions can be drawn by third parties about the client or its contractual partners (cf. Annex 1, para. 6). This use of the data for Wüest Partner AG's own purposes (cf. Section 17.2) takes place in particular within the framework of data pools which serve Wüest Partner AG as a basis for valuations, general market assessments, and other products. Wüest Partner AG retains all rights to the results of the processing of such data.

16 Reference

The client grants Wüest Partner the right to include the client in the Wüest Partner AG reference lists and to name the client as a reference (simple right to use the client's company name and logo). The client may revoke this right at any time vis-à-vis Wüest Partner AG.

17 Data protection

17.1 Data processing on behalf of the customer

By accepting these GTC, the client also declares its agreement with the Order Processing Agreement (OPA) in accordance with Appendix 1. The OPA governs the processing of personal data by Wüest Partner AG that takes place within the scope of the provision of services for the client.

17.2 Data processing for own purposes

Information on the collection and processing of personal data by Wüest Partner AG can be found in the currently valid version of the data protection declaration, which can be accessed and downloaded via the following link: <https://www.wuestpartner.com/ch-en/legal-notice/>

If the client transmits personal data of tenants or other natural persons to Wüest Partner AG, they must ensure that they are authorized to disclose such data, that the transmitted data is correct, and that the persons concerned are aware of the data protection declaration of Wüest Partner AG, in particular chapter D.

18 Severability clause

If a provision of the agreement concluded between the client and Wüest Partner AG becomes invalid or void, the legal validity of the other provisions shall remain unaffected. Instead, the provision in question shall be replaced by a regulation that the parties would have chosen in good faith if they had been aware of the invalidity of the provision in question. The same shall apply mutatis mutandis in the event of a loophole.

19 Place of jurisdiction and applicable law

The proposals of Wüest Partner AG and the agreements between Wüest Partner AG and the client are subject to Swiss law (excluding conflict of laws).

For all disputes in connection with agreements between the client and Wüest Partner AG, the exclusive place of jurisdiction is Zurich 1.

Appendix 1: Order Processing Agreement

1 Introduction

The Order Processing Agreement (OPA) lists the regulations that apply to the processing of the client's personal data by Wüest Partner. The OPA forms an integral part of the GTC and thus of the contracts and proposals of Wüest Partner. These apply in addition to the GTC.

2 Agreement subject and duration

The subject of the OPA is the processing of personal data by Wüest Partner in the provision of its services to the client (main contract). The OPA ends with the termination of the main contract or with the return, deletion, or anonymization of the data by Wüest Partner.

3 Data processing location

Data processing by Wüest Partner is generally carried out in Switzerland and the EU. Wüest Partner may, however, engage additional contractors who are located in a third country. If the country in question does not have adequate data protection, Wüest Partner shall ensure data protection through appropriate measures (section 7).

4 Personal data categories

The personal data transmitted to Wüest Partner falls under the following categories:

- Names and titles
- Addresses
- Occupation and place of work
- Financial information
- Tenancy and rental unit information (e.g. rent cost, start and end dates of tenancy, service charges, usage, location, floor)

5 Data subject categories

The personal data transferred to Wüest Partner concerns the following categories of data subjects:

- Employees
- Lessors
- Tenants
- Landowners and property owners

6 Obligations of Wüest Partner

Wüest Partner shall comply with the applicable data protection law and process the personal data received exclusively in accordance with the client's documented instructions unless the applicable law provides for additional processing. Wüest Partner shall notify the client of such obligations prior to processing unless applicable law prohibits such notification due to an important public interest.

The instructions are defined by the main contract and may subsequently be amended, supplemented, or replaced by the client in writing or electronically (text form) to Wüest Partner. Verbal instructions must be confirmed by the client in text form without delay.

Wüest Partner does not use the data provided for processing for any other purposes. Wüest Partner reserves the right to complete anonymization by aggregating information on tenants in order to use the resulting non-personal information, in particular for market analysis and product development purposes. The anonymization is carried out under the responsibility and in accordance with the current data protection regulations of Wüest Partner.

Copies or duplicates of the personal data shall not be made without the client's consent. Technically necessary, temporary duplications are permitted, as long as the level of data protection agreed is not compromised.

Wüest Partner confirms that all employees responsible for data processing are obliged to maintain confidentiality in accordance with the GTC Item 14.

Wüest Partner shall support the client to the extent necessary in exercising the rights of the persons concerned pursuant to Art. 25 et seq. DSGVO and/or Art. 12 to 22 DSGVO. If a data subject sends a request directly to Wüest Partner, Wüest Partner will immediately forward the request to the client. Wüest Partner may only provide information to third parties or data subjects with the client's prior consent.

Wüest Partner supports the client in complying with the obligations set out in Articles 8 and 22 to 24 of the DPA and/or Articles 32 to 36 of the GDPR (data security, notification of breaches of data security to the supervisory authority and the data subject, data protection impact assessment, prior consultation).

If the client is subject to an inspection by the Swiss Federal Data Protection and Information Commissioner (FDPIIC) or a supervisory authority or other bodies, Wüest Partner will support the client to the extent necessary, insofar as order processing is affected.

Wüest Partner shall inform the client immediately if it believes that any instruction issued violates legal regulations. Wüest Partner is entitled to suspend the implementation of the corresponding instruction until it is confirmed or changed by the client after reviewing it with Wüest Partner.

Wüest Partner must correct, delete, or restrict the processing of personal data if the client requests this and it is not a conflict of interest for Wüest Partner.

The contact person for data protection issues at Wüest Partner can be reached at datenschutzbeauftragter@wuestpartner.com.

W&P Immobilienberatung GmbH, a subsidiary of Wüest Partner AG (Bockenheimer Landstraße 98-100, 60323 Frankfurt am Main, 0049 69 2193 888-0, frankfurt@wuestpartner.com), has been appointed as the responsible contact ("Representative") in the EU pursuant to Article 27 of the GDPR.

7 Subcontracted processing

The client grants Wüest Partner the general consent to use subcontractors to process personal data on behalf of the client. The current list of approved subcontractors at the time of the conclusion of the contract can be found in Annex A.

Wüest Partner informs the client before personal data is transferred to a new subcontractor. Upon receipt of this information, the client will inform Wüest Partner whether it has any objections to the new sub-processor. If no objection is raised within 30 days of receipt of the information, the client is deemed to have accepted the subcontractor.

Wüest Partner undertakes to:

- Check the subcontractor in advance to ensure they are capable of processing the personal data under the provisions of the OPA and the applicable data protection law;
- Establish appropriate written agreements with its subcontractors that comply with the conditions of the OPA and the applicable data protection law, including the client's right to carry out checks at Wüest Partner itself or through a third party (Clause 10);
- Conclude the so-called "standard contractual clauses" of the European Commission (if applicable with the necessary adaptations under the Swiss Data Protection Act) before transferring personal data to a subcontractor in a country without adequate data protection.

8 Technical and organizational measures

Wüest Partner takes all necessary measures to ensure the security of processing in accordance with Art. 8 DSGVO and Art. 32 DSGVO. The measures ensure a level of protection appropriate to the risk in terms of confidentiality, integrity, data availability, and the resilience of the systems.

If required, Wüest Partner's ISAE 3402 report can be consulted for additional information on the technical and organizational measures.

9 Obligations of Wüest Partner after termination of this contract

Upon termination of the provision of services under the main contract, Wüest Partner will delete or return the personal data at the discretion of the client, provided that the applicable law does not stipulate longer retention periods. Wüest Partner reserves the right to anonymize certain data (cf. Section 6). Wüest Partner shall ensure that no personal data is unlawfully retained by it or a subcontractor.

10 Rights and obligations of the client

The client is entitled:

- To verify compliance with the technical and organizational measures taken by Wüest Partner (Section 8, ISAE 3402 Report) and the obligations stipulated in this contract to a reasonable extent itself or through third parties. Wüest Partner must grant the persons entrusted with the inspection access or inspection and provide information as required.
- Inspections at Wüest Partner shall be carried out without avoidable disruption to business operations, after prior notice, and during Wüest Partner's business hours.

The customer is obligated to:

- Ensure the lawfulness of the processing in accordance with Art. 6 DSGVO and Art. 6 para. 1 DSGVO;
- Ensure that the rights of data subjects are respected in accordance with Art. 25 et seq. DSGVO and Art. 12 to 22 DSGVO;
- Transmit orders and instructions to Wüest Partner as a rule in writing or in a documented electronic format. Verbal instructions must be confirmed in writing or in a documented electronic format;
- Inform Wüest Partner immediately of any errors or irregularities during examination of the data processing;
- Treat all knowledge of business secrets and data security measures of Wüest Partner obtained within the framework of the contractual relationship confidentially. This obligation shall remain in force even after termination of the contract.

11 Liability

Wüest Partner shall only be liable for damage caused by a processing operation if it has grossly and intentionally failed to comply with its obligations under the DPA or the DPA Ordinance or has acted in disregard of the client's lawfully issued instructions.

The client or Wüest Partner is released from liability if it proves that it is in no way responsible for the circumstance that caused the damage.

The liability provisions of the GTC apply.

12 Additional contractual provisions

Further contractual provisions are reserved for this service agreement.

Annex A: List of our subcontractors

- Datahouse AG, Bleicherweg 5, 8001 Zurich;
Country of processing: Switzerland
- durable Planung und Beratung GmbH, Binzstrasse 12, 8004 Zurich;
Country of processing: Switzerland
- QualiCasa AG, Schulstrasse 11, 8542 Wiesendangen;
Country of processing: Switzerland