

General Terms and Conditions of Loyens & Loeff Switzerland LLC

1. **All services are provided by Loyens & Loeff Switzerland LLC** (“Loyens & Loeff Switzerland LLC”), a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Switzerland with registered seat in Zurich and registered with the Zurich Commercial Register (*Handelsregister des Kantons Zürich*) under number CHE-355.880.861.
2. Any addressee should be aware that all services provided by Loyens & Loeff Switzerland LLC are governed by these General Terms and Conditions. If an engagement letter has been signed by the client, the terms of the engagement letter prevail over these General Terms and Conditions in case of discrepancies.
3. In accordance with general professional custom certain persons who perform professional services for Loyens & Loeff Switzerland LLC may be referred to by or on behalf of Loyens & Loeff Switzerland LLC as “partner”. The person referred to as such acts exclusively on behalf of and for the account and risk of Loyens & Loeff Switzerland LLC in performing his or her professional services.
4. Loyens & Loeff Switzerland LLC assumes no liability for other than direct losses, including, without limitation, indirect or consequential losses. Moreover, Loyens & Loeff Switzerland LLC’s liability for losses caused by acts or omissions of Loyens & Loeff Switzerland LLC’s agents, auxiliary persons or other third parties is expressly excluded.
5. We may utilize digital or other services, whether or not offered by third parties which include telecommunication services, software programs, applications to transmit, share or store data digitally or in a cloud or otherwise, internet, e-discovery, automated due diligence or other applications which allow data to be processed, searched, analysed, translated, including with the use of artificial intelligence (“digital services”). As a result, data could be transferred to servers or a cloud controlled by third parties. We will exercise due care in our selection of these third parties and such digital services. We are however not liable for any acts and/or omissions of these parties (including their insolvency or default) or for any damage or loss ensuing from the use, unavailability, loss or restricted use of such digital services. We exclude any liability resulting directly or indirectly from (a) any restriction or loss of the ability to use, operate or access computers, the network or the data or (b) any data breach, whether or not as a result of a data leak or a cyberattack.
6. **Any liability** of Loyens & Loeff Switzerland LLC is **limited to CHF 3,000,000 (three million Swiss francs)**.
7. These General Terms and Conditions may also be invoked by persons or legal entities associated with Loyens & Loeff Switzerland LLC, whether directly or indirectly, or by those who are involved in any manner in the services provided by or on behalf of Loyens & Loeff Switzerland LLC.
8. Loyens & Loeff Switzerland LLC is expressly authorized to **share confidential information with other entities operating under the name Loyens & Loeff**, subject to observance of confidentiality obligations.
9. Loyens & Loeff Switzerland LLC reserves the right to amend these General Terms and Conditions at any time. The current version of these General Terms and Conditions is available on www.loyensloeff.com.
10. The relations between the client and Loyens & Loeff Switzerland LLC shall be governed by Swiss substantive law. **Zurich shall be the exclusive place of jurisdiction** for all disputes between the client and Loyens & Loeff Switzerland LLC.