



# Fiduciaire DynaDev SA

6 av. de Sécheron, case postale 24, 1211 Genève 21

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## GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all the contracts and mandate passed between Fiduciaire DynaDev SA (hereafter the contractor) and his clients, unless otherwise specified in writing or ruled by law.

This English version of our general terms and conditions is provided for information only. The French version is legally binding.

### 1. Scope and execution of the mandate

The mandate determines the scope of the work that must be provided by the contractor.

The mandate can be made orally or in writing. If the contract is oral, it is deemed to include the usual tasks and authorizations for mandates of similar nature performed by professionals in the canton of Geneva.

The mandate is performed according to the principles that apply to the profession of Fiduciaire.

The contractor considers as true and complete all facts and figures provided to him by the client, in particular all numbers and financial figures, unless he can notice obvious mistakes.

The control of the veracity, regularity and completeness of the documents and figures provided by the client, and in particular from the accounting and financial statements, is part of the contract only if this has been specified in writing.

### 2. Obligation to keep information secret

The contractor must keep all the facts and information concerning the mandate confidential, unless the client releases him from this obligation. This obligation remains in force after the end of the mandate. The client recognizes and accepts that the obligation to keep information confidential does not apply to official requests from the banking, fiscal, judiciary and administrative authorities.

### 3. Collaboration with third parties

For the execution of the mandate, the contractor may involve employees, competent third parties and companies (right of substitution).

The third parties are also obliged to keep information secret.

### 4. Liability

The contractor is liable for his own acts as well as for the acts of his employees.

The liability of the contractor towards his client is similar to the liability of an employee within a working contract (art. 398 al. I CO).

It is however explicitly specified and the client accepts that, if the client incurs a financial loss as the result of a professional mistake made by the contractor or the contractor's employees, the civil liability of the contractor is limited and cannot exceed the total amount of fees charged by the contractor for the execution of the work that is directly linked to the cause and origin of the loss incurred by the client

### 5. Obligations of the client

The client must cooperate if and when the execution of the mandate requires such cooperation. The client must in particular communicate spontaneously and in right time to the contractor all documents and information concerning facts and circumstances that may be important for the execution of the mandate.

The client must refrain from any act or doing that might endanger the independence of the contractor.



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## **6. Calculation and payment of fees**

Unless specified otherwise in writing, fees are determined on the basis of the time spent by the contractor for the execution of the mandate and of the expenses incurred by the contractor.

Depending on the difficulty and circumstances of the mandate, the hourly rate applied by the contractor is currently and usually set between 180.- and 250.- swiss francs per hour, VAT not included. The usual post, copy and telecommunication expenses are included in this tariff.

The travel time and expenses incurred by the contractor to go to visit his client or to go to any other meeting and activity in relation with the mandate are part of the time and expenses spent on the mandate and may therefore also be invoiced to the client.

Fees are due for payment when they are invoiced. If the fees are not paid within 30 days from the date of the invoice, the contractor may suspend the execution of the mandate until full payment is received; the client endures all the consequences of such a suspension.

The contractor may ask for a provision / advanced payment to cover future expenses.

## **7. Termination of the mandate**

The mandate is terminated when all agreed tasks have been performed, or when the agreed time has been spent, or by revocation or termination.

An open-ended mandate may be terminated any time in writing. If the termination occurs in an inappropriate time, an indemnity is due to compensate for the resulting damage.

If the mandate is terminated by the contractor, the contractor must still perform in due time the acts that are necessary and may reasonably be expected from him to prevent any damage caused to the client, provided the contractor's fees have been regularly paid by the client and provided there is no outstanding amount due by the client to the contractor.

If the mandate is linked with an official registration in the Trade Register, the mandate ends at the date of its cancellation / termination by the contractor, or, if terminated by the client, at the date of the official publication of the entry in the Trade Register that confirms the termination of the mandate.

## **8. Keeping and rendering of work results, files and documents**

The contractor must keep the documents according to the provisions of the law. This obligation expires before the legal delay if the contractor has asked the client in writing to take the documents back, and if the client has not taken the documents six months after said notice.

Are parts of the documents all papers given by the client to the contractor as well as the documents and reports established by the contractor and sent to the client.

Working papers and copies made by the contractor for his own needs during the execution of the mandate belong to the contractor and are not given back to the client.

## **9. Applicable law**

The mandate is subject to Swiss legislation and to the jurisdiction of the courts of the domicile of the contractor.

Geneva, 30.10.2014