

General Terms and Conditions (“GTC”) for Information and/or Research Requests Concerning the Archive of the Galerie Fischer

These General Terms and Conditions apply to all requests for information and research (hereinafter "Inquiry") relating to the contents of the archive of the Galerie Fischer, Lucerne (hereinafter "Archive"), and which are addressed by interested third parties (such as current and former owners or possessors of art objects or their heirs, museums and other institutions, players in the art market, scholars and the general public, hereinafter "Client") to the researchers Dr. Kuno Fischer (kf@kunofischer.ch) or Dr. Sandra Sykora (provenienzundrecht@bluewin.ch) (hereinafter "Researchers").

The Archive of the Fischer Gallery

The Archive is run by Galerie Fischer Auktionen AG, which guarantees the Researchers access to the archive and full scientific freedom.

The Archive has "grown organically" through the more than 100 years of auction and art trading activities of the Galerie Fischer. It was and is designed exclusively to support and document the activities of this company. It is therefore not designed for research purposes, is not archivally indexed and, due to its large volume, cannot be digitized. At the same time, it has numerous gaps. In many cases, documents are not found in the expected context or appear later in a different context.

1. Conclusion of the information or research order

- a) An order contract is concluded between the Client and the respective commissioned Researcher, which refers to the processing of the specific question(s) posed by the Client regarding documents and/or information in the Archive by the Researcher.
- b) The contract is concluded when the Client sends the completed and signed questionnaire in writing to Dr. Kuno Fischer or Dr. Sandra Sykora and declares his or her agreement with these General Terms and Conditions in the questionnaire, and the Researcher declares his or her willingness to take over the processing of the Inquiry. The corresponding declarations can be made by e-mail.

2. Rights and obligations of the Researchers

- a) The Researcher is obliged to act diligently in processing the Inquiry.
- b) The response to the Inquiry is usually made by email.
- c) He or she pays attention to the scope of the Inquiry and makes sure by asking the Client if the order or its scope is unclear or whether further action is desired (example: The research reveals that a specific object was offered but not sold at an auction of the Galerie Fischer. Before researching whether the object was offered again at a subsequent auction, the Researcher contacts the Client).
- d) The Researchers are entitled to represent each other in the fulfillment of the contract i.e. processing the Inquiry, or to commission the other to fulfill the contract in whole or in part. In this case, the Researchers shall coordinate the invoicing of the Client with each other.

e) The Researchers may refuse to process the entire Inquiry or parts thereof without giving reasons. In this case, no remuneration or only the part of the remuneration corresponding to the processed part of the Inquiry is owed. Reasons for refusal may include, in particular, the fact that, in the opinion of the Researcher(s), the answering of the Inquiry would violate provisions of data protection law, personal rights and/or copyright law.

f) If documents that would have been relevant to the Inquiry later turn up in the Archive after the order has been fulfilled, the Researchers are entitled, but not obligated, to inform the former Client accordingly.

3. Rights and obligations of the Client

a) The Client provides the Researcher with all information necessary to process the Inquiry. For this purpose, the Client will complete at least the questionnaire provided by the Researchers.

b) The Client owes a remuneration for the processing of the Inquiry, the amount of which is determined by No. 4 of these GTC. This remuneration is also owed if the Researcher's activities remain partially or completely without a result.

c) The Client acknowledges that, due to the specific structure of the Archive, the information provided by the Researchers can only be a - possibly incomplete – “snapshot” at the time the order is fulfilled.

4. Remuneration and Reimbursement of Expenses

For the processing of the Inquiry by the Researcher(s), i.e. for their activity, a remuneration is owed of

- ✓ CHF 70.- per hour for processing simple requests for information or research (e.g. information on the consignor or buyer from the auction book) and for simple activities (typing; preparation of text extracts), and
- ✓ CHF 150.- per hour for processing complex inquiries (e.g. locating objects or persons in commission or account books)

Billing is in 6min intervals (=1/10 h).

In addition, telephone or copying costs may be charged.

5. No Physical Access; no Availability of Documents or Reproductions of Documents

a) The Client shall not be physical granted access to the Archive's premises.

b) No reproductions of documents shall be made available.

c) Upon request, excerpts of texts may be prepared and made available.

6. Secrecy

The Researchers treat the identity of the Client, the Inquiry and the existence as well as the extent of the Inquiry as confidential towards third parties. However, the Researchers are expressly entitled to inform each other about the Client, the communication with the Client,

the Inquiry and its results. Among other things, this can be done by the Researchers contacting the client by e-mail and setting each other in "cc".

The Client gives his or her consent to this and expressly waives his or her data protection and personal rights to this extent.

7. Termination of the Contract

The contract may be terminated by either party at any time with immediate effect. In this case, the Client shall owe the Researcher remuneration for the work performed or reimbursement of expenses incurred up to this point in time.

8. Applicable Law; Place of Jurisdiction

The contract shall be governed exclusively by Swiss law. The place of jurisdiction is Lucerne.

June 2023