

General Terms and Conditions (valid as from 1.1.2022)

1. Scope of Services

- 1.1 Bernd Remmers Consultants AG, Zug (hereinafter referred to as BRC) undertake to provide the Client with the services described in greater detail in the contract.
- 1.2 A contract with the Client shall come into effect when it has been signed by both Parties, or at a time at which BRC provides The Client with a confirmation of order in writing.
- 1.3 All deadlines and dates guaranteed by BRC shall be agreed to the best of BRC's knowledge, and shall be adhered to wherever possible. However, this guarantee is not binding and, in the event of non-fulfilment, shall not entitle the Client to issue notice of termination, claim compensatory damages or assert any other claims. In the event of force majeure or other impediments which render performance by BRC substantially more difficult or impossible, BRC shall be entitled, without consequences of liability and at its own discretion, to adjust the deadlines and dates accordingly, or to withdraw from the contract, in whole or in part.

2. Confidentiality

- 2.1 Each Party and their associated companies are obliged to treat the information disclosed to them and other knowledge about internal procedures as confidential business secrets, and to make use of this information solely for the contractually intended purpose.
- 2.2 BRC is entitled to provide services to other clients, including those companies in competition or in business relationships with the Client, subject to the condition that BRC does not infringe their duty to protect the confidential information of the Client.
- 2.3 BRC is furthermore entitled to retain copies, including electronic copies, of the results of the services provided as proof and for internal documentation, even after the completion of the order, observing the duty of confidentiality.

3. Utilisation

- 3.1 All analyses, reports, interviews, etc., as well as all work results provided by BRC, are intended for exclusive use by the Client, and may not be provided to third Parties without prior written agreement by BRC.
- 3.2 BRC retains all rights to the concepts, procedures, methods, models, instruments, knowledge, experiences and the like which were developed before the beginning or during the execution of the order.

4. Remuneration

- 4.1 Unless agreed otherwise, the remuneration for performance shall be calculated in CHF and does not include VAT. If the service is provided outside Switzerland, the VAT shall not apply, or, respectively, shall be applied to the recipient of the service abroad.
- 4.2 BRC's fee shall cover the following services:
- Preparation and follow-up work
 - Performance of the service
 - Provision and revision of documents required
- 4.3 The remuneration for the service shall cover all personnel costs, as well as all other services provided by BRC, with the exception of separately agreed travel costs, licences, and any special expenses.
- 4.4 If no special payment plan is agreed, all of BRC's invoices shall be subject to a ten-day term of payment (net, with no deductions). Our invoices shall in principle be submitted monthly in accordance with the effective progress of the project.

5. Travel costs

- 5.1 All travel costs incurred by BRC while working for the Client shall be subject to the following guidelines and prices:
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|---|-------------|
| - Air ticket in Europe | Economy |
| - Air ticket overseas | Business |
| - Rail ticket | First Class |
| - Reimbursement per KM for private car | CHF 0.90 |
| - Taxi / hire car / parking | At cost |
| - Hotel overnight stays / board and lodging | At cost |
| - Licences / documents /materials, etc. | At cost |

6. Independent entrepreneur

- 6.1 BRC is an independent contractor, and therefore responsible for the correct payment of all social security contributions and other ancillary wages costs of its employees.

7. Liability

- 7.1 BRC's liability for direct or indirect damages arising from or in connection with the performance of the contract is hereby expressly excluded, insofar as this is possible and permissible in accordance with the law.
- 7.2 Liability on the part of BRC for its bodies, legal representatives, executive and non-executive employees is also expressly excluded, insofar as this is possible and permissible in accordance with the law.

8. Postponement / cancellation

- 8.1 In case of postponement of the date of an arranged event caused by the Client (for example a work meeting, workshop, seminar, training session, events), BRC shall retain the right to charge the Client 100% of the contractually arranged remuneration, plus all costs and disbursements already incurred, as an advance payment in the originally arranged month of implementation.
- 8.2 In case of cancellation of an arranged event caused by the Client (for example a work meeting, workshop, seminar, training session, events), the following cancellation terms shall apply:

Time of notification of cancellation	Proportion to be paid by the Client as % of the agreed remuneration, plus all costs and disbursements already incurred, as well as cancellation costs of third parties
0 to 10 working days before the event date	100%
11 to 15 working days before the event date	75%
16 to 20 working days before the event date	50%
21 to 30 working days before the event date	25%
31 working days or more before the event date	0%

9. Notice of termination

- 9.1 In extraordinary situations, both Parties are entitled to terminate the contract with a period of notice of three days. Extraordinary situations are brought about by:
- Performance of service by BRC being rendered difficult or impossible (in accordance with Point 1)
 - Infringement of confidentiality by the other Party (in accordance with Point 2)
 - Abuse of the rights of use by the other Party (in accordance with Point 3)
 - Failure of the Client to meet payment obligations on the part of (in accordance with Points 4+5)
 - A change to BRC's legal entity (in accordance with Point 6)
 - A direct/indirect or potential liability claim against one of the Parties (in accordance with Point 7)
 - A mutually agreed early termination of the contract.
- 9.2 If the contract is terminated, BRC is entitled to claim remuneration for the services provided in connection with the contract, up until the termination comes into effect, as well as the reimbursement of all costs and disbursements incurred. In case of early termination by the Client, BRC expressly reserves the right to pursue further claims for compensatory damages.
- 9.3 In order to be deemed effective, the notice of termination must be in writing.

10. Legal venue

In the event of any disputes which arise from or in connection with this contract, Swiss law shall apply. Legal venue is Zug, Switzerland.