

GENERAL TERMS AND CONDITIONS

LEADERSHIP CONSULTING AND COACHING

For the sake of readability, the masculine form is used throughout this document; the feminine form is, of course, implied by analogy both in the singular and in the plural.

Version 2.0 (January 1st, 2015)

The General Terms and Conditions form an integral part of any proposal and agreement drawn up for or concluded with a customer by Andreas Oertli Consulting GmbH in Appenzell (hereinafter referred to as "AOC") in respect of any services in connection with a client mandate.

Any deviations from these General Terms and Conditions shall be valid only where agreed **in writing**.

1. EXCLUSIVITY

- 1.1 In order to avoid confusion in the market, AOC handles mandates on an **exclusive basis** only. The customer expressly declares his consent to AOC's acceptance of mandates on an exclusive basis only and undertakes to issue no mandates for the same leadership consulting project to any company other than AOC.

2. PLACEMENT OF A MANDATE

- 2.1 Following an initial **briefing** (confidential talks with the customer aimed at obtaining a clear picture of the company and its strategic objectives), AOC draws up a **written proposal** in the first instance. In the proposal, the content and scope of the mandate are set out, as well as the fees payable by the customer. By signing the confirmation document and returning it to AOC, the customer indicates his acceptance of the contents.
- 2.2 If the customer modifies or adds to the proposal, any such **amendments or additions** shall be binding with respect to AOC only if AOC has expressly confirmed its agreement with them.

3. CONFIDENTIALITY

- 3.1 AOC undertakes to use any **data, documents and other information** made available by the customer in the context of a mandate solely in connection with the fulfillment of said mandate.
- 3.2 Except for the purpose of fulfilling a certain mandate, both AOC and the customer undertake to treat with the utmost confidence all **data, documents and other information** made available by the customer to AOC in the context of a mandate, or of which AOC or the customer otherwise become aware in the course of a mandate. This **duty of confidentiality** also encompasses any information that can be derived from the aforementioned data, documents and other information.

4. FEES AND INVOICING

- 4.1 AOC invoices the customer with an advisory fee for the services performed in connection with the mandate. Invoices are issued at the intervals stipulated in the proposal.
- 4.2 All fees **are exclusive of statutory VAT.**
- 4.3 We do not charge **fixed expenses.** Only the travel and hotel costs actually incurred by the consultants are disclosed and invoiced separately.

5. PAYMENT

- 5.1 All fees charged in connection with leadership consulting services are generally **payable on the date of issue of the invoice.** Any payment conditions to the contrary shall be agreed upon in the proposal.
- 5.2 If the customer fails to pay within the agreed payment deadline, AOC shall be entitled to **discontinue** all activities in connection with a mandate until such time as the customer has paid all his arrears.
- 5.3 If the customer fails to pay within the agreed payment deadline, he shall automatically be deemed to be in **default** without further reminders on the part of AOC, and shall thereupon be **liable to pay the customary interest on his arrears.**
- 5.4 Irrespective of the interest on arrears payable in accordance with section 5.3 in the case of payment default, the customer undertakes to compensate AOC for all costs that may be incurred in connection with the **collection of overdue fees** (lawyers' fees, court costs, etc.).
- 5.5 If AOC discontinues work on a mandate **for more than three months owing to a default on payment,** it shall be entitled to terminate the mandate without further notice. Any such cancellation does not exclude the possibility of negotiations between the customer and AOC being resumed with the aim of establishing the terms under which AOC would be prepared to continue the mandate.

6. UNFORESEEN CIRCUMSTANCES AND MODIFICATION OF THE MANDATE

- 6.1 If the customer is forced to revoke or suspend a mandate due to unforeseen circumstances, it shall pay AOC any consulting fees incurred up to the point where the mandate was revoked or suspended and compensate AOC for any separately invoiced expenses. The conditions agreed in the proposal or confirmation of the mandate shall also apply.

- 6.2 If the **customer suspends an existing mandate for more than three months**, AOC shall be entitled to terminate the mandate or re-negotiate with the customer the terms under which it may be prepared to continue the mandate.
- 6.3 If, due to unforeseen circumstances, the **customer modifies the content of a mandate** such that the requirements of the project have to be re-written or its content redefined, AOC shall be entitled to terminate the mandate or re-negotiate with the customer the terms under which it may be prepared to continue the mandate.
- 6.4 Revocation, suspension or modification of an existing mandate does not assume binding effect until AOC has provided the customer with **written acknowledgement** of the revocation, suspension or modification in question.

7. NON-PERFORMANCE OF MANDATE FOR CIRCUMSTANCES BEYOND AOC 'S CONTROL

- 7.1 If, after AOC has commenced consulting work, it becomes apparent that fulfillment of the terms of the mandate as described in the proposal and subsequently agreed with the customer has become **unreasonably difficult or even impossible** for circumstances beyond its control, AOC shall be entitled to revoke the mandate unilaterally. AOC shall in such a case notify the customer of the circumstances that have made the fulfillment of the terms of the mandate unreasonably difficult or impossible. As an alternative to revoking the mandate, AOC shall also be entitled to suspend it.
- 7.2 A circumstance beyond AOC's control within the meaning of section 7.1 always exists if, as a result of that circumstance, **it is unreasonable, in all good faith, to expect AOC to proceed with the mandate. AOC shall notify the customer without delay** if it is unable to proceed with the mandate due to circumstances beyond its control.

9. APPLICABLE LAW

- 9.1 The legal relationship between the customer and AOC shall be governed by the laws of Switzerland, notably Art. **394 et seq. of the Swiss Code of Obligations**.

9. DISPUTES

- 9.1 The **ordinary courts of law at the principal place of business of AOC** shall be responsible for dealing with any disputes arising from the business relationship between AOC and the customer.

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