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General terms and conditions (GTC)

**1 Area of application**

- 1 Zulauf Consulting & Trading GmbH, with its registered office in Schaffhausen, offers consulting, training, fiduciary services, board of directors activities as well as trading in various goods.
- 2 The following agreement forms an integral part of the contract agreed between Zulauf Consulting & Trading GmbH (hereinafter referred to as the “Provider”) and a third party (hereinafter referred to as the “Client”) for said services. These General Terms and Conditions (GTC) apply in full, unless the parties expressly agree otherwise in writing. In the event of contradictions between these GTC and further agreements, these GTC shall take precedence, unless an amendment to these GTC has been explicitly agreed.

**2 Consulting services**

- 1 Unless otherwise agreed by the parties, contracts for consultancy services are contracts according to Art. 394 et seq. of the Swiss Code of Obligations (CO).
- 2 Mandates are carried out under the Client’s instructions; the Client retains the responsibility for the results of the work. The Client must supply the information and working materials relevant to the fulfilment of the order to the Provider in sufficient time. The Provider may assume that the information and working materials made available are accurate and complete.
- 3 The Provider shall perform its services by processing the mandate assigned to it with due care.
- 4 The Provider has the right to refuse or terminate assignments at any time. The Provider is not liable for any damages resulting from the termination or non-acceptance of a mandate.
- 5 The Provider is entitled to call in third parties for the fulfilment of the mandate at the expense of the Client or to pass on parts of the mandate to third parties.
- 6 Insofar as a time schedule for the fulfilment of the order is agreed, it serves only for planning purposes and shall not be deemed to be a legally binding deadline (unless otherwise explicitly agreed). No claims for damages can be pursued on the basis of any delays.
- 7 The fee for advisory services is generally between CHF 250 and CHF 340 per hour (plus any value added tax). The actual hourly rate depends on the complexity of the case, the urgency as well as the required expertise. Travel time is considered working time.
- 8 The fee is usually charged per quarter of an hour or part thereof.
- 9 Disbursements and expenses (e.g. travel expenses, reimbursement for meals, etc.) incurred in connection with the performance of the mandate are not included in the fee and will be billed at the actual costs or at rates customary in the industry. A flat rate of 4% of the fee shall be agreed for small expenses (such as postage, writing materials, domestic telephone calls).
- 10 The Provider is entitled to demand reasonable advance payments of costs and to suspend the performance of the mandate at any time until the advances on costs have been paid.
- 11 The bills issued by the Supplier may be objected to by the Client for a period of ten days after receipt. Thereafter they shall be deemed to have been approved.
- 12 Insofar as the Provider claims outstanding amounts in court and/or under debt collection law, they are in any case released from any confidentiality regulations and agreements.
- 13 If a booking for a consultation is made via the Provider’s website, the following also applies:
  - a) By booking a time slot for a consultation appointment, the Client expresses a binding request for the demand of a consultation. This request is open-ended and can be accepted by the Provider up to the selected date.
  - b) The contract is formed by the Provider’s confirmation of the appointment. The Client is then obliged to pay the counselling fee.
  - c) The Provider may withdraw from the contract at any time. If the withdrawal takes place before the agreed meeting date, the Client will be refunded any on account and does not have to pay the consultation fee. Liability for further claims for damages is excluded as far as legally possible.

- d) The fee for consulting sessions is CHF 340 per hour (plus 4% flat-rate compensation for small expenses and plus any value-added tax). The fees are calculated per quarter of an hour. If a longer time slot has been reserved, the Provider is entitled to charge the fee for the entire time slot booked.

### **3 Seminars and training courses**

- 1 The Client can register for advertised seminars and training courses – subject to availability – on the Provider's website for a fee. Registration is deemed to have taken place when it is confirmed by the Provider.
- 2 Insofar as the Provider provides information on the content and/or the speakers of an event, the Provider reserves the right to make changes to the content/topic and to change the speakers. Liability for any damage resulting from this is excluded as far as legally possible.
- 3 If an event cannot be held for organisational reasons (e.g. illness of a speaker), the Provider is entitled to hold the event at another time. Liability for any damages resulting from this is excluded as far as legally possible.
- 4 The Provider has the right to exclude persons from participation at any time without giving reasons.
- 5 If a Client is prevented from attending, they may pass their place on to another person.
- 6 The Provider is entitled to demand advance payment of the course costs (including any further costs for teaching materials, catering, etc.).
- 7 The intellectual property of the content conveyed and delivered in the events remains with its author (in particular the Provider or lecturer).

### **4 Webshop**

- 1 The offering of the webshop is addressed to business and private customers domiciled in Switzerland as well as to business customers (companies or entrepreneurs) outside Switzerland (abroad). The webshop is not available for foreign private customers (especially consumers according to §13 of the German Civil Code, BGB).
- 2 The display of products in the web shop does not constitute a binding application for the conclusion of a purchase contract. It is non-binding and informs customers about any available products and invites them to place an order. Information on availability and delivery time is without guarantee and may change at any time.
- 3 Prices are in Swiss francs, including Swiss value added tax (VAT). The Client shall bear the delivery costs. These are not included in the product prices and are shown as a separate item in the shopping basket and on the invoice. For deliveries abroad, additional fees, duties and taxes may be incurred, which the Client must bear. These vary depending on the delivery domicile. The Client is responsible for the proper payment of any necessary fees, duties and taxes.
- 4 By submitting the order (by clicking the "Buy" button), the Client makes a binding offer to purchase the corresponding products. The Client will then receive a confirmation of receipt of the order by e-mail. This order receipt confirmation serves to inform the Client about the receipt of the order and does not constitute an acceptance of the offer.
- 5 The purchase contract for digital products is concluded as soon as the download is made available to the Client (through unlocking or delivery of the download link).
- 6 The purchase contract for physical products is concluded as soon as the ordered goods are shipped to the Client.
- 7 Ownership of the goods remains with the Provider until the goods delivered have been paid for in full. The Provider is entitled to apply for a corresponding entry in the retention of title register.
- 8 Where delivery times are stated in the webshop, these are approximate delivery times and not binding delivery periods. Longer delivery times may occur depending on availability. Orders are usually sent in one delivery. If different products have different delivery times, partial deliveries are possible at an extra charge.

- 9 There is no right of withdrawal on the part of the Client with regard to contracts concluded online and no general right of return for products that are free of defects and correctly delivered.

## 5 **Data protection**

- 1 The Client agrees to the storage and processing of data relating to them for the purpose of order processing or performance of services by the Provider or by third parties selected by the Provider.
- 2 The Client warrants to the Provider
  - a) that the data transmitted to the Provider was collected lawfully,
  - b) that the intended data processing is permissible,
  - c) that they comply with all applicable legal obligations in relation to the processing, and
  - d) that they have the necessary consent of the persons concerned and have carried out all legally required registrations.
- 3 The Client shall indemnify the Provider against all claims, damages and consequences of damages arising in connection with any breach of the aforementioned assurances and warranties be the Client. The Client shall also indemnify the Provider against all liability claims and fines under data protection law that are caused by the Client's behaviour.
- 4 The Provider or third parties engaged by it may process personal data (pursuant to Art. 3 lit. e. Federal Act on Data Protection ("FADP") of the Client and/or its employees in compliance with the legal requirements for processing.
- 5 The Provider is entitled (subject to contrary legal provisions) to return and/or delete the Client's personal data after completion of the mandate.

## 6 **Exclusion of liability**

- 1 Drafts or oral information provided by the Provider are non-binding. The Provider cannot be held liable for damages incurred by the Client or third parties as a result of relying on such information.
- 2 The Client is liable for decisions made by the Client based on information provided by the Provider. Any warranty of the Provider is excluded as far as legally possible.
- 3 In the event of a breach of contract by the Provider, the Provider shall only be liable for proven damage caused intentionally or by gross negligence. In case of slight negligence, the Provider's liability for proven direct damage shall be limited to a total of twice the fees agreed in the contract. If recurring fee payments have been agreed, liability shall be limited to twice the fees paid by the Client during the last twelve months prior to the occurrence of the first cause of liability.
- 4 Any further liability on contractual or other legal grounds is excluded as far as legally possible. Specifically, liability is expressly excluded for the following: loss of profit; indirect, consequential or incidental damages and losses; damage to or loss of data; loss of revenue, business, goodwill and anticipated savings. In particular, the Provider shall not be liable for defects arising from deliveries and services provided by third parties or for damage caused by third parties.

## 7 **Default of payment and reminder fees**

- 1 If the Client does not pay within the payment period granted by the Provider (expiry date), he is in default without further reminder.
- 2 In this case, the Provider is entitled to charge the Client for its further expenses and outlays in connection with the collection of outstanding amounts.
- 3 The overdue fines amount to CHF 30.- per reminder.
- 4 The Provider may claim interests on arrears and compensation for further damages.

## 8 **Severability clause**

- 1 Should contracts between the parties (including these GTC) be partially invalid or declared invalid, the validity of the remainder of the contract shall not be affected thereby. The invalid provisions shall be replaced by other provisions which are valid in form and content and which come as close as possible to the purpose and intentions of the invalid provisions.

**9 Applicable law and place of jurisdiction**

- 1 The agreements between the Provider and the Client shall be governed by Swiss material law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG).
- 2 The place of jurisdiction for disputes of consumers in Switzerland shall be their place of residence or Schaffhausen. In all other cases, Schaffhausen shall be the exclusive place of jurisdiction for all disputes arising from this contract, unless another court has mandatory exclusive jurisdiction on the basis of legal requirements.