



§ 1 Scope

The following conditions apply in conjunction with the special agreements as part of a contract between SPF Consulting AG (hereinafter referred to as "SPF") and a customer (hereinafter referred to as "customer") for all orders for consulting, planning, organizational and programming work as well as similar services, unless otherwise agreed in writing.

§ 2 Registration

The subject of the contract is the agreed service (activity), which is carried out in accordance with the principles of proper professional training using up-to-date knowledge and experience. The selection of the employees providing the service remains at the discretion of SPF.

§ 3 Scope of Services

The task, the procedure and the type of work documents to be delivered are regulated in the SPF offer and in the written (supplementary) agreements between the contracting parties. Changes, additions or extensions to the task, the procedure and the type of work results require a special written agreement.

§ 4 Customer Obligation to cooperate

The customer undertakes to support the SPF's activities required for the proper execution of the order. In particular, the customer creates all the conditions in the area of its operational sphere that are necessary for this free of charge. These conditions include, among others, that the customer

- provides sufficient work space for the SPF employees, including all necessary work equipment, as required.
- names a contact person who is available to the SPF employees during the agreed working hours; the contact person is authorized to make statements that are necessary as an interim decision in the context of the continuation of the order.
- provides the SPF employees with access to the information necessary for their work at any time and provides them with all the necessary documents in a timely manner.
- in the case of programming work, provides computer time (including operating), test data and data acquisition capacity in a timely and sufficient manner.

§ 5 Confidentiality

The contracting parties are obliged to treat information about trade and business secrets as confidential and not to pass on to third parties or otherwise use other knowledge and information, unless it is obvious. Both contracting parties will impose a corresponding obligation on their employees. This obligation of confidentiality remains in place even after the contract has ended.

§ 6 Copyrights

- 1 The obligation to treat confidentially does not apply to non-protected ideas, concepts, experiences and other techniques, etc. that have arisen in connection with the performance of the contract. All rights to and from the documents and results created as part of the order that are not protected are transferred to the customer upon creation and processing. SPF receives a right of joint use.
- 2 SPF is entitled to use its own ideas, concepts, experiences and any software programs to be created as desired and to make them available to third parties without this giving rise to any license or compensation claims on the part of the customer or violating the agreed confidentiality.

§ 7 Delay of Acceptance

- 1 If the customer defaults on accepting the services or fails to provide or delays any cooperation required of him under Section 4 or otherwise, SPF may demand the agreed remuneration for the services not provided as a result, without being obliged to provide subsequent performance.
- 2 SPF's claims for reimbursement of the additional expenses incurred remain unaffected.

§ 8 Liability and Damages

- 1 SPF is only liable for negligence.
- 2 In the event of a merely negligent breach of a primary obligation, liability is limited to the damage that is typical for the contract and foreseeable. Otherwise, liability for negligent breach of duty is excluded, with the exception of personal injury.

§ 9 Customer's documents

- 1 Acceptance and return of the documents to be provided by the customer shall be at the customer's expense and risk.
- 2 SPF's obligation to retain all documents ends thirty days after the respective service agreed in the contract has been carried out or after the contractual relationship has ended, unless otherwise agreed.

§ 10 Circumstances beyond control

Events of force majeure that make it significantly more difficult or impossible for SPF to perform its services entitle it to postpone the fulfillment of its obligations for the duration of the hindrance and for a reasonable start-up time. Strikes, lockouts and similar circumstances that directly or indirectly affect SPF are equivalent to force majeure.

§ 11 Contract duration and termination

- 1 The start of the contract must be specified in the agreement on the scope of services.
- 2 The contract ends when the agreed period has elapsed. However, it can be terminated in writing with 8 weeks' notice if the customer's operational reasons require this. In this case, SPF's remuneration is regulated as follows:
 - For the services provided by SPF up to the end of the contract, the full remuneration must be paid.
 - For services that are no longer to be provided as a result of the early termination, remuneration is waived to the extent that SPF has thereby saved expenses and/or has generated income or maliciously failed to generate income by using the resources thus released for other purposes.

§ 12 Fiduciary duties

The contracting parties undertake to be mutually loyal and not to poach any employees of the other partner who were entrusted with the implementation of this service contract during the term of the service contract and within a period of twelve months after termination of the service contract.

Any intentional breach of this provision will result in a contractual penalty of CHF 100,000.

§ 13 Fees, additional costs, due dates

- 1 The fee for the services of the SPF is to be calculated according to the time spent on its activities, including travel time (hourly fee), unless otherwise specified.
- 2 The amount of the fees is based on the SPF fee schedules valid at the time the order is placed. Travel and accommodation costs are charged separately.
- 3 SPF will notify the Client in writing of any changes to the fee schedule six weeks before the date on which the changes are to take effect.

The customer has the right to terminate the contract with one month's notice at the time the changes are to take effect.
- 4 All invoices are to be paid immediately and without deduction plus the applicable VAT, if applicable.
- 5 A right of set-off or retention against SPF can only be exercised with undisputed or legally binding claims.

§ 14 Assignment

The contracting parties may only transfer rights and obligations arising from this contract to a third party with the prior written consent of the other party. Consent may only be refused for serious reasons.

§ 15 Miscellaneous

- 1 Offers submitted are valid for 30 days from the date of the offer. If no contract has been concluded by this time, SPF is no longer bound by the offer.
- 2 SPF is entitled to include the customer in a customer directory and to use this for reference and acquisition purposes.
- 3 Swiss law applies exclusively. If provisions of the General Terms and Conditions are invalid, this does not affect the remaining provisions. The parties undertake to replace the invalid provisions with economically equivalent ones.
- 4 Changes and additions to the contract must be made in writing and must be expressly marked as such.
- 5 The place of jurisdiction is Lucerne / Switzerland.