

## General Terms and Conditions of Business (GTB)

### General information

Mäder & Partner AG New Placement, hereinafter known as the “contractor,” carries out consultations in the field of professional reorientation and coaching, in addition to managing projects and accompanying reorganisations in accordance with these General Terms and Conditions of Business (GTB). These conditions are considered as having been accepted with the assignment of an order. These GTB are an integral part of all offers and order confirmations. Any deviations from these provisions shall be agreed on in writing by the parties prior to their entry into force.

Provided that nothing else has been expressly agreed, the concluded agreements are subject to the contract law. The object of the agreement is the provision of the agreed services, and not the achievement of any specific success.

### 1. Fidelity and duty to exercise diligence

The contractor undertakes to provide the offered services with the greatest care.

### 2. Confidentiality and data protection

#### Contract data:

Mäder & Partner treats all company data that it obtains in connection with its activities or that it generates through its activities with absolute confidentiality. Contract data is data that accrues in connection with the conclusion or execution of a contract, e.g. information about contracts and the services to be provided or provided, as well as data from the run-up to the conclusion of a contract. We generally collect this data from you, from contracting parties and from third parties involved in the execution of the contract, but also from third party sources (e.g. providers of creditworthiness data) and from publicly accessible sources. As a rule, we keep this data for 10 years from the last contractual activity, but at least from the end of the contract. This period may be longer if this is necessary for reasons of evidence or to comply with legal or contractual requirements or for technical reasons.

#### Personal data of coachees

Mäder & Partner treats all personal data that it obtains in connection with its activities or that it generates through its activities with absolute confidentiality. It does not pass on to third parties as a matter of principle. Exceptions exist in the case of explicit authorisation or if products of subcontractors are included in the service package, the personal data of the coachee (first and last name and e-mail) are passed on to subcontractors (e.g. Jobagent, DiSG, Hogrefe, Assessment Gate, Explorix etc.) or to partner agencies (Oasys, PDP, Aru). Mäder & Partner has concluded an order data processing contract with all subcontractors to ensure the protection of all personal data.

Mäder & Partner undertakes to carefully store the documents provided for the purpose of the consultancy work and to protect them against inspection by third parties. At the latest 3 months after completion of the consultancy activity at the latest, the documents (application documents, meeting notes, evaluations of personality tests) will be deleted.

You can read about which personal data continues to be stored for marketing purposes here:

<https://maederundpartner.ch/en/impressum-disclaimer/>(Chapter G, Data retention).

**Status reports, if client company:** The responsible HR contact person receives structured feedback from us on the status of the counselling process on a data protection basis at intervals of around six weeks.

Coachees can request information and deletion of their data free of charge at any time.

All further information on data protection can be found on our website:

<https://maederundpartner.ch/en/impressum-disclaimer/>

### **3. Awarding of orders**

An order is considered as awarded if there is a signed offer from the client. In this case, the contractor is bound to the preprinted written offer that has not been unilaterally adjusted by the client.

### **4. Invoicing of services and conditions**

Unless expressly agreed otherwise, services are calculated according to the prices quoted in the offer.

The client is required to settle the invoices within the agreed term of payment, and within 20 days from invoicing at the latest, unless expressly agreed otherwise.

The statutory value-added tax shall be additionally calculated where the services are subject to VAT.

**For face-to-face events with consideration of the nearest location:** Unless expressly agreed otherwise, we charge 30% of the hourly rate for travel time. The travel costs will be invoiced at the price of the 2nd class SBB ticket.

### **5. Liability**

The contractor undertakes to carefully perform the agreed services. The contractor is entitled to call in third parties, as long as this does not hinder the correct fulfilment of the contract. There shall be no entitlement to a reduction of the agreed costs in the case of changes or delays in the time plan according to the offer.

In all cases, the liability of the contractor is limited to:

1. The amount of the fees already received.
2. The amount of the total fee from the contract in question, according to the offer signed by the client, as long as this has been paid in full.

Any further liability of the contractor is excluded within the framework of legal admissibility.

### **6. Termination or cancellation of orders**

The term of agreement (time period) mentioned in the offer is binding. Termination of, or withdrawal from the agreement is basically not provided for. In the case of a serious breach of contract by the client, the contractor can withdraw from the agreement. He must pay the charges and expenses of the client generated up to that point, within 20 days following withdrawal at the very latest.

The contractor reserves the right to immediate cancellation if the client does not pay the agreed costs and expenses on time.

### **Regulations in case of cancellation of workshops at the customer's site**

- up to 31 days before the workshop: the already incurred expenses
- 8 to 30 days before the workshop: 50 % of the agreed fee
- 0 to 7 day before the workshop: 100 % of the agreed fee

**Regulations in case of cancellation of consulting sessions**

Please inform us or the coachee as early as possible by phone or e-mail if an agreed upon consultation cannot be held. Appointments that are cancelled or postponed less than 24 hours in advance will be charged or count as time taken.

**7. Final provisions**

An amendment of the present GTB (or of individual provisions) requires the written agreement of both parties. This also applies to the amendment of this clause. If individual provisions of the present GTB are invalid, void or unenforceable, or become so, this will not affect the effectiveness of the remaining provisions. The parties shall replace the invalid, void or unenforceable provisions with a provision that best conforms with the economic objective of the agreement and the intent of the parties.

**8. Applicable law / Court of jurisdiction**

These GTB are subject to Swiss law, and in particular the provisions of the Swiss Code of Obligations (OR). 5400 Baden is considered the court of jurisdiction for disputes arising from the present contractual relationship.