

ComTeam Academy + Consulting GmbH

General Terms and Conditions

I. Scope

1. These General Terms and Conditions (“GTC”) shall apply in addition to the contractual agreements for all consultancy services, including workshops, seminars and training sessions, or other services (‘services’) provided by the ComTeam Academy + Consulting GmbH (ComTeam GmbH). Once the client has commissioned ComTeam GmbH, these conditions are deemed to have been accepted. Any deviating terms and conditions of the client are herewith rejected. Such deviating conditions are only recognised if they have been explicitly agreed in writing. Where the respective contractual agreements with the client deviate from these T&Cs, the individually agreed conditions shall prevail.
2. The client can view and print out the GTC at <https://comteamgroup.com/en/switzerland/imprint/> or request a written copy by sending an email to ch.office@comteamgroup.com.
3. The GTC can be given to the client in English, however, the definitive version is in German.
4. ComTeam GmbH can change the GTC at any time. ComTeam GmbH will notify the client of any changes in writing or by electronic means. The new GTC are deemed accepted if the customer does not reject them within 30 days.

II. Commissioning, services

1. The commission and remuneration are set in a written agreement between ComTeam GmbH and the client. The contract becomes effective once this agreement has been signed by both parties. Written agreement must be obtained for any changes, additions or extensions to the commission, procedure or form the work results will take.
2. Specific success is neither owed nor guaranteed. The customer has sole responsibility for deciding on implementation, timeframes and type and scope of activities recommended by or agreed with ComTeam GmbH. This also applies if ComTeam GmbH supervises these activities in collaboration with the client.
3. ComTeam GmbH reserves the right to replace or redeploy consultants appointed for the services. Unless otherwise agreed, the service is not tied to support provided by a specific person. In the event that a member of staff is replaced or redeployed, they will only be succeeded by comparably qualified members of staff from ComTeam GmbH or the ComTeam Group. As a result, the client has no right to claim, and in particular no right to terminate or change the booking.
4. If the consultant is ill or is otherwise prevented from representing ComTeam GmbH, appointments are generally carried out by other consultants. Individually booked appointments can be made up for at a later date on a case-by-case basis.

III. Client obligations

1. The client is obliged to support ComTeam GmbH activities. In particular, the client shall gratuitously provide all prerequisites in their sphere of operations, which are required for providing the service, and provide all the correct information and documents required to carry out the assignment in a timely manner. If the appropriate prerequisites requested are withheld from ComTeam GmbH, the client must pay separately for any waiting time, which will be documented.
2. After being requested by ComTeam GmbH, should the client not, or not fully, take the collaborative actions incumbent upon them, ComTeam GmbH is entitled but not obliged, following written notification, to terminate the existing contract without notice. In this case, ComTeam GmbH can invoice either for services rendered and costs incurred up until the actual termination date or rather for the total agreed or projected remuneration minus the expenses saved by terminating the contract prematurely.

IV. ComTeam GmbH obligations

1. ComTeam GmbH is obliged to maintain secrecy towards third parties, even after the contract has come to an end, with regard to all operational, corporate and private matters of the client that ComTeam GmbH has obtained knowledge of within the scope of the business relationship. ComTeam GmbH is also obliged to keep safe any documents entrusted to them for the purposes of consultancy work and to protect them from being inspected by third parties.
2. ComTeam GmbH is obliged, at the request of the client, to arrange for a declaration of commitment to be signed by its employees and/or vicarious agents.

V. Protection of work results

Documents drawn up by ComTeam GmbH, such as concepts, reports, plans, drafts, lists, graphics and calculations, may only be used for the purposes of the agreed contract. Any non-contractual use of these services, in particular for sharing or for publication, requires prior approval in writing from ComTeam GmbH. This also applies to any services provided that are not subject to specific statutory rights, in particular copyright laws.

VI. Granting of rights of use

1. Sharing or presenting written reports, graphics or results by ComTeam GmbH with or to third parties requires prior agreement from ComTeam GmbH and is only done in the interests of and on behalf of the client.
2. The client is entitled to save and print out the files received on their computer provided ComTeam GmbH, upon full payment of the agreed price, has transferred the spatially and temporally unlimited, non-transferable and non-exclusive right for the client to use the documents and/or files (including texts and images) in the normal

conduct of business within the client's company. The rights of use granted do not allow the client to pass on, either in return for payment or gratuitously, the documents in modified or unmodified form to third parties without approval from ComTeam GmbH. Furthermore, the rights of use granted also do not allow the client to put the documents on the Internet or in other media.

3. When using the documents or files within the company for business use as stated above, the client is obliged to indicate the authorship of ComTeam GmbH (Copyright) in all (even adapted or reproduced) documents and files.

VII. Remuneration

1. The agreed fees and expenses are, when not otherwise stated, net plus any value-added tax.
2. Invoices must be paid within 30 days from receipt. Should a client fall into arrears with their payment obligations, ComTeam GmbH is entitled to stop any current work until the receivables have been paid, or to demand compensation in accordance with statutory provisions and/or withdraw from the contract.

VIII. Liability

1. ComTeam GmbH is liable for wilful or grossly negligent breaches of obligations. For slight negligence, ComTeam GmbH is only liable where a significant obligation is breached whose compliance, for the purpose of the contract, is of particular importance and liability is limited to typical, reasonably foreseeable damages. Otherwise, liability for slight negligence is excluded.
2. Liability for licenced products from third parties is excluded. ComTeam GmbH is not liable for the consequences of content decisions and third-party requirements resulting from joint processes.
3. ComTeam GmbH's liability ceases to apply if the damage which has occurred is due to incorrect or incomplete information or documents from the client. The same applies if ComTeam GmbH is not made aware by the client in writing within 14 calendar days of becoming aware of the circumstances causing such liability.

IX. Privacy policy

1. The client is aware and agrees that ComTeam GmbH will save personal data that is required for handling the commission on data carriers. The client expressly agrees to the collection, processing and use of their personal data. The personal data saved is, of course, treated in confidence by ComTeam GmbH. Personal client data is collected, processed and used in accordance with the Swiss Federal Law on Privacy (DSG), the Ordinance to the Federal Act on Data Protection (VDSG) and, if applicable, the EU General Data Protection Regulation (EU GDPR).
2. The client agrees to their personal data being saved for the purposes of continued support, quality assurance and documentation, even after the termination of their contractual relationship. In particular, the client agrees to the sending of photo documentation by email at the end of the seminar or workshop.

3. With the client's prior express consent, personal information can also be used to provide information about products, marketing activities and other services.
4. For more detailed information about the privacy policy, the collection, processing and use of personal data, as well as the related right of the client to access, object to, remove, complain about, correct, delete and limit the data, please refer to the privacy policy, which can be viewed and printed out at www.comteamgroup.com/de/datenschutz or you can request a written copy by sending an email to ch.office@comteamgroup.com.

X. Severability clause

Should a commission provision or these contractual terms be or become legally invalid, this does not affect the legal effectiveness of the remaining commission provisions and these contractual terms. In this case, a legally valid provision must be agreed between the contractual parties that comes closest to the meaning, purpose and economic aims of the ineffective clause. Accordingly, the procedure should be carried out, if the commission or these contractual terms has an irregular loophole that can be closed by a supplementary interpretation of the contract.

XI. Applicable law, jurisdiction and place of performance

The business relationship between ComTeam GmbH and the client is subject to Swiss law to the exclusion of the UN Sales Convention. Jurisdiction and place of performance is Winterthur, Switzerland.