

General Terms and Conditions of papilio Ltd.

1 Scope of the GTC

- 1.1 The following GTC are applicable to all services and product sales of papilio Ltd. and to all papilio Ltd.'s contracts with its customers regardless of the content and legal nature of the services offered or undertaken by contract. They will be acknowledged by the Customer as forming part of the contract. The application of general contract terms other than these is expressly excluded.
- 1.2 If service contracts or other contracts of papilio Ltd. contain provisions, which deviate from the following GTC, the individual contractual agreements shall take precedence over these GTC.

2 Customer's obligations to cooperate

- 2.1 To enable papilio Ltd. to carry out its requested professional work, the Customer will acquaint papilio Ltd. with the business, organisational, technical and competitive situation of its company to the fullest extent possible. In particular, the Customer will cooperate in the relevant project personally and, to the extent necessary, also through its employees in the manner explained below:
 - 2.1.1 All questions asked by papilio Ltd. about the actual and legal relationships within the Customer's company will be answered as completely, pertinently and quickly as possible; likewise questions asked by papilio Ltd. about the actual and legal relationships between the Customer and its business partners and competitors to the extent that they are known to the Customer and/or its executives.
 - 2.1.2 papilio Ltd. will also be notified without asking and as early as possible about any circumstances which may be of significance to the project.
 - 2.1.3 The Customer will check any interim results and interim reports supplied by papilio Ltd. without delay as regards the relevance of the information contained therein which pertains to the Customer or its company; papilio Ltd. shall be notified of any necessary corrections and also change requests without delay.

3 Independence

papilio consultants and staff work with a high degree of professionalism when preparing or doing individual or group assessments. Their judgement and evaluation of the candidate's competencies is fully independent and cannot be influenced by conflicting interests. Therefore, when the client wishes to receive a clear recommendation with regard to the candidate, it will be given in a fully autonomous and independent way.

4 Confidentiality

- 4.1 papilio Ltd. will treat all information received from the Customer about the company, its customer relationships and its employees in strict confidence to the extent that this information is not already generally known. The same applies to knowledge of the Customer's in-house processes which papilio Ltd. acquires in the course of the working relationship. The obligation to maintain secrecy shall also continue to exist following termination of the contract.
- 4.2 papilio Ltd. guarantees that it has imposed a duty to observe confidentiality and secrecy on its employees, in compliance with the provisions in Section 4.1.

5 Privacy and Data Protection

- 5.1 papilio Ltd. undertakes to protect the personal information collected. Based on Article 13 of the Swiss Federal Constitution and on the data protection regulations of the Swiss Federation (Data Protection Act, DPA), everyone has the right to privacy and to protection against misuse of their personal data. We comply with these provisions. Personal data will be kept strictly confidential and neither sold nor disclosed to third parties. We endeavour to protect our databases against unauthorised access, data loss, abuse or falsification, in collaboration with our hosting providers.

We will use the data made available to us by our clients solely to offer our services, in keeping within the regulations of the DPA (art. 4-7) which states that:

- data may be only be collected in a lawful manner. This means that data may not be procured by threat or deception or without the knowledge of those concerned. Individuals usually provide us directly with their own data.

- the data shall be processed in good faith, i.e. it must be apparent to the individual concerned. At the same time, the principle of proportionality also applies, which means that in each case, only as much data as necessary and as little data as possible is to be processed. In our case, this is usually a short CV.

- the procurement of personal data, and in particular the purpose of the processing of the data must be obvious to the individual concerned. This means that we inform the individual concerned about the purpose of the data being processed, and that we only use the data for the purpose stated.

- personal data will be appropriately protected through technical and organisational measures against unauthorised access. This means that only authorised persons have access to our platform.

Unless a specific agreement is reached with the customer with regards to the retention of data, the following will apply:

- The physical data will be destroyed after a maximum of 3 months. Until then, data will be accessible to authorised persons only.

- The electronic data is stored on our servers and archived after one year, so that it will be accessible to authorised persons only. The data (i.e. candidates' reports) will be deleted after a period of 3 years.

- Access rights to the database are reviewed regularly.

- 5.2 If the tasks assumed by papilio Ltd. involve work by papilio Ltd.'s consultants on or with the Customer's data processing equipment, the Customer will ensure in good time, prior to commencement of the relevant activities, that the data recorded by papilio Ltd.'s consultants can be reconstructed with justifiable effort from machine-readable data storage media in the event of any destruction or corruption (data backup).

6 Early termination of the contract, remuneration

- 6.1 papilio Ltd. grants the Customer the right to terminate any consultancy contract early if the Customer so desires. Early termination shall not affect any agreed secrecy obligations or other subsequent fiduciary duties. In cases of early termination, the remuneration of papilio Ltd. shall comply with the provisions of Sections 6.2 to 6.3.4.

- 6.2 The Customer shall pay papilio Ltd. the agreed fee, the agreed outlay and the accrued expenses for the services provided by papilio Ltd. up to the receipt of an early termination notice. The charging basis for fees in this case shall be the generally applicable daily rates of such consultants as were deployed for the project and the applicable sales prices of the products used in said project. However, in accordance with this provision, papilio Ltd. may not bill more than the fixed or flat rate price agreed for the terminated project. Clause 3 of this Section shall apply correspondingly for invoicing of the relevant performance level if fixed or flat rate prices have been agreed for individual performance stages within a contract.

- 6.3 If the Customer cancels booked services prior to the scheduled date, the following fees shall be payable depending on the service product:

6.3.1 Individual assessments and training courses

- In the event of cancellation less than 3 business days prior to the scheduled date: 80% of the fee
- In the event of cancellation less than 5 business days prior to the scheduled date: 50% of the fee

6.3.2 Group assessments

- In the event of cancellation less than 1 week prior to the scheduled date: 100% of the fee
- In the event of cancellation less than 3 weeks prior to the scheduled date: 50% of the fee
- In the event of cancellation less than 5 weeks prior to the

scheduled date: 25% of the fee

6.3.3 Feedback meeting after assessment, 360° feedback meeting

- In the event of cancellation less than 1 business day prior to the scheduled date: 100% of the fee
- In the event of cancellation less than 3 business days prior to the scheduled date: 25% of the fee

General points relating to 6.3.1 - 6.3.3

Costs effectively arising due to cancellation (e.g. hotel expenses, flight reservations) will be passed on in full to the customer in all cases.

6.3.4 Services on public holidays

If, by way of exception, papilio Ltd. provides services on Saturdays, these services will be charged with an uplift of 20% of the normal fee. The following dates are also counted as Saturdays: 2 January, 1 May, 24, 26 and 31 December.

- 6.4 Remuneration of papilio Ltd. for the period after receipt of the termination notice shall not be applicable if papilio Ltd. has been spared expenditure as a result thereof and/or has obtained remuneration by using the employees who have thus been freed-up elsewhere.
- 6.5 The provisions of Sections 6.1 to 6.4 shall be applied correspondingly if papilio Ltd. has concluded the contract with legal effect prior to the agreed completion date.

7 Invoicing, payment

- 7.1 The prices of the relevant current price list shall apply to all offers and sales by papilio Ltd. Expenses which arise as a consequence of the contractual services will be billed additionally. A cost estimate will generally be prepared for consultancy projects. The Customer shall confirm the acceptance of offers and cost estimate as well as the ordering of products in writing.
- 7.2 Any additions and changes to agreed services requested by the Customer which lead to increased time expenditure will be billed according to the relevant applicable daily and hourly rates.
- 7.3 papilio Ltd. will guarantee the prices stated in offers and estimates for a duration of 3 months after submission of the offer. Offers that are accepted by the Customer after this time limit will be subject to any price changes effective in the meantime.
- 7.4 Unless agreed otherwise, papilio Ltd. shall be entitled to bill the Customer monthly in arrears for fees, products and expenditures according to the amount incurred.
- 7.5 Invoices of papilio Ltd. issued in accordance with the terms of the contract are due for payment within 30 days of the billing date.
- 7.6 If the Customer is in default with settlement of invoices that are due, papilio Ltd. shall be entitled to cease its work on the project until these demands are met.

8 Impediments relating to the provision of services, default, impossibility

- 8.1 papilio Ltd. shall only be in default with its services if specific completion or delivery dates have been agreed as fixed dates for them. papilio Ltd. shall only be liable for damage caused to the Customer as a consequence of any default to the extent that it is responsible for the occurrence of said default. For example, papilio Ltd. shall not be responsible for an unforeseeable loss of papilio Ltd.'s intended consultant for the project, nor for force majeure or other events which were not foreseeable on conclusion of the contract and which make it at least temporarily impossible or unreasonably difficult for papilio Ltd. to perform the service. Instances of force majeure in the sense of this contract are strikes, lock-outs and similar circumstances which directly or indirectly affect papilio Ltd.
- 8.2 If the impediments relating to the provision of services are of a temporary nature, papilio Ltd. shall be entitled to postpone the

fulfilment of its obligations by the duration of the delay and an appropriate run-up time. In contrast, papilio Ltd. will be released from its contractual obligations if its performance becomes permanently impossible due to impediments as defined in Section 8.1.

9 Liability and Responsibility

- 9.1 papilio Ltd. shall be excluded from liability if and to the extent that consultancy errors and/or any defects of a work prepared by papilio Ltd. and other services performed are due to the fact that the Customer fails to fulfil obligations to cooperate in accordance with Section 2 or fails to fulfil such obligations completely or has failed to complete such obligations on time. papilio Ltd. further accepts no liability for any damages of the Customer which are due to non-compliance with the back-up obligations in accordance with Section 5.
- 9.2 For the rest, papilio Ltd. excludes its liability for any damage caused to the Customer during the performance of the contractual services (order, purchase, contract for services, etc.) to the extent permitted by law. In particular, papilio Ltd. disclaims any liability for damage caused to the Customer due to slight negligence on the part of the employees and organs of papilio Ltd.

10 Copyrights

- 10.1 All products and deliverables distributed by papilio Ltd. are subject to the copy protection of papilio Ltd. or the relevant holder of the product copyright. Unauthorised reproduction of all materials and software products whether in full or in excerpts represents a violation of these copyrights. This applies in particular to duplications, translations, microfilming, and storage and processing in electronic systems.
- 10.2 Materials which are prepared for the Customer in a special development contract are exempted from copy protection. These deliverables pass to the Customer's copyright.

11 Choice of law

- 11.1 In the absence of any alternative written agreement between the parties, all contractual relationships are subject to Swiss law.
- 11.2 If one or several provisions of these GTC should be inapplicable as a result of invalidity, this circumstance shall not affect the validity of the remaining provisions of these GTC.

12 Place of fulfilment, legal venue

- 12.1 The place of fulfilment for the services of papilio Ltd. is the registered office in Zurich.
- 12.2 The legal venue for any actions brought against papilio Ltd. based on the relationships between the contracting parties is also Zurich.