



GTC Consulting Services - General Terms and Conditions - As of July 01, 2022

Disclaimer: This machine translated document is for information purposes only. In any case, the German version of our GTC prevails. The German version can be reviewed here: <https://smart2results.com/de/agb/>

1. Scope

a. These general terms and conditions, hereinafter referred to as "GTC", apply to all consulting offers and services as well as personnel placement and creation & implementation of concepts, hereinafter referred to as "consulting services", by smart2results GmbH CHE- 493.399.878, Managing Director Stephan G. Oehl (Chairman), Dominik Kriwet and Andrea Sonneck, Bahnhof Park 3 – CH 6400 Baar (ZG) hereinafter referred to as "smart2results GmbH", regardless of the content and legal nature of the consulting services offered or contractually assumed.

b. They are deemed to have been agreed upon acceptance of the service or the offer from smart2results GmbH by the service recipient.

If the recipient of the service wishes to object to the GTC, this must be declared in writing within three working days. Deviating terms and conditions of the service recipient are hereby contradicted. They are not valid unless smart2results GmbH has acknowledged them in writing.

c. Insofar as consulting contracts or offers from smart2results GmbH contain written provisions that deviate from these general terms and conditions, the individually offered or agreed contract rules take precedence over these general terms and conditions.

d. The GTC also apply to all future offers and services of smart2results GmbH within the framework of an ongoing business relationship with the service recipient, even without express inclusion.

2. Participation of the service recipient

All questions from smart2results GmbH about matters relating to the recipient of the service will be answered by the recipient of the service as completely, accurately and as quickly as possible. smart2results GmbH will only ask those questions whose answers may be of importance for the consultation. smart2results GmbH is entitled to use the results and knowledge acquired from the order within the framework of other consulting activities, provided that any individual reference to the order is avoided.

smart2results GmbH will also be informed by the service recipient without being asked, promptly and immediately about such circumstances that could be of importance for the advice.

3. Acceptance by the service recipient

Results or reports delivered by smart2results GmbH will be accepted by the service recipient within a period of 5 working days. smart2results GmbH will be informed immediately in writing of any necessary corrections and change requests. If the recipient of the service does not respond within this period, the service is deemed to have been accepted.

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4. Invoicing & Terms of Payment

smart2results GmbH is entitled to invoice the service recipient monthly for fees and expenses, depending on how they are incurred.

If the service recipient is in arrears with the settlement of due invoices, smart2results GmbH is entitled to stop work on the project until these demands have been met. If the fee order of a service recipient extends over several months, smart2results GmbH is entitled to invoice the consulting service provided monthly in arrears. The fee is due immediately upon receipt of the invoice. The invoices are to be paid without deductions. In the event of default in payment, smart2results GmbH is entitled to charge appropriate default interest. In the case of exemption from sales tax for consulting services of a service recipient based abroad, the sales tax liability is transferred to the service recipient (reverse charge).

5. Obstacles to performance, delay, impossibility

smart2results GmbH is only in default with its services if certain completion dates have been agreed as fixed dates and smart2results GmbH is responsible for the delay. smart2results GmbH is not responsible for, for example, an unforeseeable failure of the consultant planned for the project, force majeure and other events that were not foreseeable at the time the contract was concluded and make the agreed service impossible or unreasonably difficult, at least temporarily. Strikes, lockouts and similar circumstances that affect smart2results GmbH directly or indirectly are equivalent to force majeure. If the impediments to performance are of a temporary nature, smart2results GmbH is entitled to postpone the fulfillment of its obligations for the duration of the impediment and for a reasonable start-up period. If, on the other hand, the service becomes permanently impossible due to obstacles, smart2results GmbH is released from its contractual obligations.

6. Liability

If and to the extent that any errors in advice are based on the fact that the recipient of the service has not, not fully or not timely fulfilled his obligations to cooperate, smart2results GmbH shall not be liable. smart2results GmbH cannot guarantee the success of the cooperation resulting from the consultation. smart2results GmbH is liable for intentional and grossly negligent breaches of duty up to a maximum total of CHF 20,000 (twenty thousand) per service recipient. Liability for slight negligence excluded.

7. Confidentiality

Both contracting parties undertake to treat information about the other contracting party confidentially, insofar as this is not information that is already known to the public. smart2results GmbH is to confidentiality of the business secrets of the service recipient that became known during the execution of the order and maintains confidentiality about the content and implementation of the cooperation and confidentiality about business secrets that have become known.

Documents to be created are used exclusively for the execution of the service recipient order. smart2results GmbH is prohibited from any third-party use. The confidentiality obligation also applies beyond the duration of the cooperation.

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8. Copyright Advisory Materials

All rights, including those of translation, reprinting and duplication, of all analysis, consulting results or documents of smart2results GmbH, or parts thereof, are reserved. The contents may not be reproduced - even in part - without the written consent of smart2results GmbH, in particular processed, duplicated or used for public reproduction using electronic systems.

09. Governing Law and Jurisdiction

Substantive Swiss law applies (to the exclusion of the Vienna Sales Convention). The exclusive place of jurisdiction is Zug, Canton Zug.

10. Final Provisions

The ineffectiveness of one of the above conditions does not affect the validity of the remaining provisions. The ineffective provision is replaced by a legally permissible and effective one that is suitable for achieving the intended result with the ineffective one. The same applies to filling in gaps.