



General Terms and Conditions (GTCs)

1 Area of Application

These General Terms and Conditions ("GTCs") govern the provision of services, including but not limited to coaching, mentoring, supervision, training, and consulting services (collectively referred to as "Services") by Lighthouse Partnering Ltd. ("LHP") to the client ("Client").

For the purposes of these GTCs, the following definitions apply for:

Client: Private or legal entities, including affiliates, partners, or clients, along with their representatives, officers, or employees, contracting and/or utilizing services with LHP. In cases where contracting and utilization involve different entities, the arranging and paying entity is the sponsor ("Sponsor"), and the utilizing entity is the client ("Client").

LHP: Lighthouse Partnering Ltd., a Swiss limited liability company based in Uster, including its partners, representatives, officers, and staff.

Client and LHP are commonly referred to hereinafter as a party ("Party") individually or collectively as parties ("Parties").

2 Services within a Contractual Relationship

LHP commits to providing Services within the framework of a contractual relationship that comes into effect either through the Client's legally binding order for services offered by LHP or through the Parties entering into a written or verbal agreement ("Contractual Relationship" or "Agreement").

The scope of the Services may be adjusted by mutual agreement between the Parties, and any such changes shall be fixed in writing.

3 Parties Responsibilities

The responsibilities of the Parties shall be as specified the Contractual Relationship and/or its applicable guidelines ("Guidelines").

4 Cancellations and Re-schedules

A session or an appointment can be cancelled or re-scheduled at 24 hours' prior notice. Cancellations or re-schedules without valid reasons such as emergencies or technical problems beyond Client's control at less than 24 hours prior notice may be charged to the Client.

5 Fees, Travelling Expenses, VAT and Payments

5.1 Fees

The Client agrees to promptly remit the fees specified in the Contractual Relationship.

5.2 Travelling Expenses

Travelling expenses are not included in the fees and will be invoiced additionally, where applicable, according to the following rates:

- Vehicle: CHF 0.80 per kilometre.
- Transportation costs: Airfares, train tickets, and car rentals will be invoiced at cost plus 10% for administration.
- Accommodation: Invoiced at cost plus 10% for administration.
- Meals: Invoiced at cost.
- Miscellaneous expenses: Visa fees at cost plus 10% for administration and any other cost (e.g. laundry expenses) will be invoiced at cost.
- Travel Time: Time during regular office hours will be invoiced at the average hourly rate of the Contractual Relationship. For hours outside of regular office hours or extended travel times, rates will be as mutually agreed upon in advance.

5.3 Value Added Tax (VAT)

All fees or prices quoted exclude VAT.

5.4 Payments

Unless otherwise agreed, 100% of the Total Fee will be invoiced upon placing the Order. Invoices are due within 30 days from the date of invoicing. In case of late payment, LHP reserves the right to charge interest after the first reminder.

6 Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights, including but not limited to training materials, documents, and customized content provided during the Services, as well as third-party resources, tools, or materials, remain the exclusive property of LHP or their respective owners. The client is granted a non-exclusive, non-transferable license to use the materials solely for their

internal purposes. Unauthorized reproduction, distribution, or use of any intellectual property without prior written consent is strictly prohibited.

7 Guarantees, Limitation of Liability

LHP makes no guarantees, representations, or warranties of any kind or nature, express or implied, with respect to the results, achievements, and/or impact of any of its services.

LHP shall only be liable for damages arising out of an intentional or grossly negligent breach of its obligations, and in no event shall LHP be liable for any indirect, consequential, or special damages. LHP's total liability in the Contractual Relationship, and LHP's exclusive remedy, shall be limited to the fees paid as of the date of termination.

8 Confidentiality

All information, whether documented or verbal, shared by the Client within the Contractual Relationship is bound by confidentiality. LHP commits not to disclose any Client-related information without the Client's prior written consent. It is essential to note that the Contractual Relationship does not establish a legally confidential relationship, subject to the protection afforded to legally recognized privileges in professions such as medicine and law.

Notwithstanding, the confidentiality excludes data that: (a) was already in LHP's possession before being furnished by the Client; (b) is publicly available or common knowledge within the Client's industry; (c) is received from a third party without breaching any obligations to the Client; (d) is independently developed by LHP without use or reference to the Client's confidential information; or (e) LHP is legally required to disclose. Additionally, (f) if LHP reasonably believes there is an imminent or likely risk of danger or harm to the Client or others, (g) if it involves illegal activity, or (h) if released for the professional development, credentialing, or accreditation of LHP's staff as per the Privacy Policy.

In instances requiring data disclosure, LHP may, at its discretion, disclose certain information and inform the responsible bodies or authorities, to the extent permitted or required by law.

9 Completion and Termination

The Contractual Relationship is considered complete when all Parties have fulfilled all their obligations.

Either the Client or LHP may terminate the Contractual Relationship without cause by providing at least two weeks' written notice. Termination does not absolve the Client or Sponsor from their payment obligations. As applicable, LHP will refund advance payments for unused services at the time of termination, minus a 10% service charge.

Notwithstanding, the provisions on confidentiality and the Privacy Policy remain in effect after completion or termination.

10 Privacy Policy

The processing of personal data belonging to a naturally identifiable person (Data Subject), required for the performance of a contract or for marketing purposes, shall be conducted in accordance with LHP's privacy policy ("Privacy Policy").

11 Entire Agreement

The Contractual Relationship constitutes the entire agreement between the Parties, superseding all prior arrangements. Changes or amendments to the Contractual Relationship are only valid if mutually agreed upon by the Parties in writing.

12 Applicable Law

The Contractual Relationship is governed by Swiss law. The place of jurisdiction shall be the regular courts where LHP is registered.

13 Severance

If any provision of this Contractual Relationship or parts thereof is held to be illegal, invalid or unenforceable under any applicable enactment or rule of law, such illegality, invalidity or unenforceability shall not affect the remainder of this Contractual Relationship that shall remain in full force and effect. Both Parties shall attempt to substitute the repealed provision by a legally valid and enforceable provision that reflects the original purpose to the most possible extent.

¹ In these GTCs, the terms "Contractual Relationship" and "Agreement" are interchangeable. For the sake of clarity, only "Contractual Relationship" will be used hereinafter.