

Evilard, 1 March 2021

Terms and Conditions of Business

Unless explicitly partially or fully waived in written, these Terms and Conditions of Business shall form an integral part of all contractual relationships with our clients signed after 1 March 2021.

We may from time to time at our sole discretion amend Terms and Conditions of Business without prior notification. Such amended Terms and Conditions shall be valid upon their publication on our website for all contractual relationships entered into after the date of their publication.

1. Deliverables, scope of services and methodological approach

For each assignment, expected deliverables, the scope of services and an outline of the methodological approach shall be defined in specific Terms of Reference or directly in the contract. In the absence of specific instructions, we shall provide our services in line with internationally recognized good professional practices in a way that we consider is in the best interests of the client. We reserve the right to not comply with clients' instructions if they would in our view lead to unethical or unprofessional practices.

2. Fees

Our rates are calculated based on factors such as market prices for the respective service, the complexity of the assignment, expertise required, size of the contract and the overall volume of work commissioned by the respective client. Fee ranges communicated orally or in written are indicative only and subject to change at any time without prior notice, unless we have submitted a quotation for a specific assignment or a consulting contract has been signed. Quotations are valid for 30 days or the time indicated in the quotation and for a specific assignment only. In the absence of a specific agreement, we will charge a standard hourly rate of CHF 150.-

Additional services agreed upon (contract extension) will be charged at the rate stipulated in the contract. Fees are exclusive of all local taxes, such as but not limited to Value Added Tax, we are liable to pay (if applicable). Travel time shall be charged at the daily rate agreed, up to a maximum of 8 hours within 24 hours. Where binding rules of development agencies or contracting governments require the use of economy class for flights of over 6 (six) hours from departure until arrival at the final destination, we will charge an additional working day per round trip (in addition to travel time).

3. Out-of-the-pocket expenses

Unless otherwise agreed in written, consulting fees are exclusive of additional expenses necessary to conduct the assignment, such as but not limited to transportation, accommodation, meal allowances,

photocopies, translations/interpretation, mailings and international phone calls. For each contract, a specific maximum budget for expenditures shall be agreed upon. Within this maximum budget, we shall undertake reasonable efforts to make the most economical and environmentally friendly use of resources. In the absence of a different written agreement, the following principles apply:

- Travel expenses are charged for all services provided outside our office.
- **Hotel and meals:** The per diem rates for EC-funded external aid contracts apply.
- **Train travel:** We will charge the actual 1st class fare (in Switzerland: half price of 1st class fair). For overnight, we will charge the actual cost of the highest class of a sleeping compartment.
- **Plane travel:** For flights up to 8 (eight) hours from departure to arrival at the destination, we will charge the actual cost of the cheapest reroutable and refundable economy class ticket on the most direct route served by an IATA airline. For all other flights, we will charge the actual cost of the most economical reroutable and refundable business class ticket on the most direct route served by an IATA Airline. We will book refundable and rebookable fares. We may refuse to fly with airlines that are on the List of Airlines banned within the EU: <http://ec.europa.eu>).
- **Additional travel expenditures in the case of rescheduling assignments:** The client is responsible to refund us additional travel expenditures if (a) he/she requests us to reschedule travel that has been agreed or (b) if travel is not possible for reasons of force majeure. Advice of the Swiss Government not to travel on certain routes or in certain countries shall be deemed as evidence for force majeure.
- In case our consultant(s) are unable to travel as agreed for other reasons than force majeure, we will be responsible to cover additional travel expenditures resulting from rescheduling travel.

4. Payment Terms

Unless otherwise agreed in written, invoices are payable within 10 days and by bank in the currency agreed in the contract. Late payments are subject to 5% interest per year on the outstanding amount. The client shall cover the charges of his bank.

5. Early termination of consultancy contracts

If a client terminates a contract before the services agreed upon are fully provided, we shall be entitled to receive (a) the honorary for the time already spent on the assignment and (b) all additional expenditures we have incurred so far in connection with the work provided (see Article 3 above). In addition, we shall be entitled to receive a sum of 30% (thirty percent) of the remaining fees agreed in the contract unless the client proves that the reason for termination is due to a severe break of the contractual provisions by us, which is not a result of force majeure. This provision shall also apply if the client reduces the scope of the assignment.

If we terminate a contract for reasons other than a severe violation of contractual obligations by the client and/or force majeure before the services agreed upon are fully delivered, only the fees and expenses related to those outputs that have been fully delivered to the client as agreed are payable. If the early termination of the contract is due to a severe break of contract by the client (including but not limited to not paying fees and expenses that are due, or refusal to facilitate the implementation of the assignment as agreed), we shall be entitled to receive fees according to the time already spent and the full amount of expenses incurred.

Neither of both parties shall be liable to pay any additional damages to the other party resulting from an early termination of the contractual agreement.

6. Complaints by the client

The client shall notify us immediately, but latest within 10 days in written if and why he/she considers that one or several specific deliverables are not meeting contractual obligations. Otherwise, our work shall be deemed as duly provided. The remuneration agreed in the contract may only be reduced if (a) the client has duly notified us and (b) if we are unable or unwilling to provide the services agreed within an appropriate additional time frame. Reduction of fees for the deliverables that have not been duly provided shall be negotiated based on the value they actually have in relation to their value they would have if they had been duly provided.

7. Limitation of liability

Except in the case of gross negligence, our financial liability shall under all circumstances be limited to the total value of the consultancy contract, including the effective amount out-of-the pocket expenses spent. The client shall be responsible to substantiate and proof any damage claimed.

8. Court of jurisdiction and applicable law

Unless otherwise agreed in written, place of jurisdiction shall be Biel/Bienne (Canton of Berne, Switzerland) and Swiss law shall apply.

1 March 2021/DK