



## General Terms & Conditions (1)

### 1. Scope of Services and Relationship of the Parties

These general terms and conditions apply to the provision of services (hereinafter referred to as "Services") by Gaia Insights GmbH and its associates (hereinafter referred to as "Gaia Insights") to a third party customer (hereinafter referred to as "Client"). Together with the Letter of Engagement, signed by Gaia Insights and the Client for each individual assignment, they form an integral contractual agreement.

These are the only operative terms and conditions. The Client acknowledges and confirms them by signing the Letter of Engagement. Any additional or different terms and conditions proposed by the Client only become effective upon explicit and written consent by Gaia Insights.

The intended Services shall be limited to the interventions described in the Letter of Engagement, which might be amended in writing from time to time. Gaia Insights shall render Services hereunder at such times and places as mutually agreed with the Client.

It is understood that the general purpose of the assignment, in addition to any specific intervention stated in the Letter of Engagement, is to provide feedback, guidance and advice relevant to certain Client matters, and that neither Gaia Insights nor the Client will benefit if Gaia Insights provides inaccurate advice or commentary based on insufficient information. To that end, the Client shall provide Gaia Insights, in advance of meetings and discussions, with accurate, unbiased and sufficient information for review the subject matter thereof, and shall promptly provide further information that Gaia Insights reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion.

It is expressly understood that Gaia Insights has no fiduciary obligation to the Client, but instead a contractual one described by the Letter of Engagement and by the terms of this agreement; that Gaia Insights' role is to provide independent advice uninfluenced by commercial concerns; and that any rendered Service do not require Gaia Insights to be an advocate for the Client or its products in any forum, public or private. The Client expressly agrees that under no circumstances will this role be compromised or inaccurately represented.

Gaia Insights might choose to render the agreed Services in partnership with an exclusive network of third party vendors (hereinafter referred to as "business partners"). Regardless of such circumstances, Gaia Insights shall remain the sole contracting party vis-à-vis the Client. Gaia Insights may have a separate contractual agreement in place with its business partners, who remain completely independent from any obligations towards the Client.

Gaia Insights and the Client agree that this agreement creates an independent contractor relationship, not an employment relationship. Both parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

### 2. Pricing

By signing the Letter of Engagement, the Client confirms his intention to work with Gaia Insights and commits to pay the stated service fee. Gaia Insights' fee structure is influenced by the type of work that was agreed, by the level of mastery required to accomplish the work, by the extent to which external business partners are involved and by local industry standards, depending on where the Services are provided.

All fees and expenses, with the exception of those relating to travel, are included in the Letter of Engagement. The fees submitted by Gaia Insights in each Letter of Engagement exclusively refer to a specific assignment and are not transferable to any other assignment without prior written consent of Gaia Insights.

Hours worked above the agreed number stated in the Letter of Engagement will be billed at standard day rates. Gaia Insights will track actual hours worked and will keep the Client informed at all times of the status of hours worked.

In addition, all out-of-pocket expenses incurred by Gaia Insights associates and affiliated business partners related to the provision of intended Services will be billed to the Client on an ongoing basis. This includes travel, meals, lodging, ground transportation, video conferencing, phone calls, training materials or documents, special packages, etc..

To obtain reimbursement, Gaia Insights shall use its best efforts to keep travel expenses as low as possible and will provide vouchers and receipts with respect to any claims for out-of-pocket expenses. The Client shall provide any documentation requirements and travel policy restrictions to Gaia Insights in writing at the time of signing this agreement, or be foreclosed from relying on such requirements and restrictions to deny reimbursement.

When providing services that require door-to-door travel exceeding a 4-hour time frame, Gaia Insights associates and affiliated business partners travel in business class unless otherwise agreed upfront. Days of travel are billable to the Client.

All prices are exclusive of value-added tax. VAT will be shown separately on each invoice.

### 3. Remuneration

Gaia Insights applies the following payment terms unless otherwise agreed in the Letter of Engagement: Each invoice will clearly show the price of the individual items, any potential surcharges and discounts, the agreed time frame for delivery of the Services and the amount of Value Added Tax (VAT).

Fees are due and payable within 30 calendar days after the date of invoice as issued by Gaia Insights.

All fees are non-refundable and must be paid via bank transfer in Swiss Francs (CHF) or Euro (EUR), as per previous agreement and indicated on the invoice.

If the total fee for an assignment exceeds the amount of CHF 10,000 a payment of 30% is due upon signature of the Letter of Engagement. In such case, the remaining fee will be invoiced in phases in line with the assignment until all Services are completed.

In case the Client fails to comply with his contractual payment obligations, the full cost of formal reminder and collection procedures will be charged to the Client.

### 4. Cancellations

Cancellation of any engagement causes a loss of income that cannot be recaptured. Therefore, any committed dates (such as workshops, face-to-face meetings, on-site design work, etc.) which are cancelled by the Client 30 to 4 calendar days prior to the event will be charged at a cancellation fee of 50% of the originally agreed fee. Cancellations by the Client 3 or less calendar days prior to the event will be charged in full.

Travel arrangements that must be cancelled due to a Client's cancellation of Services, regardless of the time of cancellation, and that incur any expenses to Gaia Insights or its business partners will be invoiced to the Client in full. Respective proof or receipts will be provided to the Client.

In the event that Gaia Insights has to cancel a committed engagement (e.g. due to travel providers' non-fulfillment, strike, sudden illness or accident of the designated facilitator, bad weather or other Acts of God), no claims shall be made neither by the Client nor by Gaia Insights. Instead, all committed dates must be rescheduled as close as possible to the original date.

### 5. Confidentiality and Data Privacy

Gaia Insights and its business partners undertake to treat as confidential any operating and business secrets, as well as sensitive participant data, Human Resources information and any other matters concerning the Client with which Gaia Insights and its business partners are entrusted or become familiar in the course of providing Services. In particular, Gaia Insights and its business partners undertake:

- to use the information exclusively for the intended purpose;
- to make no commercial use of the information, unless this is done with the express prior consent of the Client;
- not to pass on the information to any third party; associates or business partners who are under obligations of secrecy not less strict than those set out herein will not be regarded as third parties.

The above obligations do not apply to confidential information in respect of which Gaia Insights can show that it:

- was already properly and lawfully in the possession of Gaia Insights at the time it was obtained from the Client;
- has entered the public domain without violation of the secrecy obligations herein;
- was communicated to Gaia Insights by a third party who had not received it either directly or indirectly from the Client.

Gaia Insights and its business partners shall treat all information which has been entrusted to them by the participants of interventions in connection with the agreed Services with confidentiality and shall not disclose any information to any employee of the Client, including the immediate line manager of participants as well as the HR responsible, or to any third party without the prior consent of the participant. Notwithstanding the foregoing, Gaia Insights, along with the participant, will periodically apprise the Client about the appropriateness of the intervention objective or progress observed.

The Client acknowledges that Gaia Insights needs to keep on file data that is necessary and relevant for the implementation of their contractual agreement. The Client further agrees that Gaia Insights may share the terms of this agreement on a confidential basis with its associates, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them. The Client also agrees that Gaia Insights and its business partners shall not be liable to the Client or to any third party claiming by or through the Client for any unauthorized disclosure or use of Company Confidential Information which occurs despite Gaia Insights' compliance with its obligations under this agreement.

The obligation of secrecy shall survive the termination of this agreement.



# GAIA insights

Expanding Your Potential

## General Terms & Conditions (2)

### 6. Intellectual Property

Both Gaia Insights and the Client understand and acknowledge that each party will be providing access to proprietary and valuable information that they both might not receive otherwise. To be of greatest value to the Client, Gaia Insights will bring proprietary intellectual property (such as frameworks, tools, training designs, articles, and so on) to the intervention. While this is made available for application by the Client, it is agreed that it will be used for its intended purposes only, with due respect and not distributed out of hand within the Client's organization.

Gaia Insights will retain ownership of all its materials. Any specific intervention using Gaia Insights' intellectual property must be made by a practitioner or business partner who is qualified by Gaia Insights to do so. Notwithstanding such a qualification, all intellectual property rights will remain with Gaia Insights GmbH. The Client agrees not to make any commercial use of Gaia Insights materials, neither to copy documents nor make extracts thereof for distribution internally or externally, unless prior written consent is given by Gaia Insights. Paying a fee for Gaia Insights' Services does not confer intellectual property rights or material tenure to the Client.

At times and as appropriate, Gaia Insights will utilize intellectual property owned by the Client or other vendors to facilitate the best results of the intended Services. Gaia Insights will do so with the utmost respect and care of the owners' property.

### 7. Publication

Notwithstanding any other provision of this agreement, the Client agrees that Gaia Insights shall be free to publish commentaries, blogs, newsletters, abstracts, articles and literature both online and offline, with respect to the Client's participation, provided that no Confidential Information is revealed. The Client also agrees that Gaia Insights may discuss such participation at conferences and within its network as deemed ethical and appropriate, without revealing such Confidential Information.

The Client also agrees that Gaia Insights might use photographic images and/or video footage that stems from the Gaia Insights intervention for the purpose of publicly promoting Gaia Insights both online and offline. Participants of each intervention are informed by the Client about the possibility of photographs and/or video footage being taken and can explicitly object to their picture being used for promotion purposes. No imagery or video footage shall be shared with any unauthorized third party.

In either context, as well as in the scope of this agreement, Gaia Insights associates and business partners shall be free to conduct themselves without restraint or improper influence, in accordance with appropriate ethical and publication standards. The Client has no right to request alteration or deletion of any portion of the publication unless it is in violation with this agreement.

### 8. Liability and Indemnification

Gaia Insights commits to a diligent preparation and careful selection and supervision of all interventions. However, Gaia Insights and its business partners do not assume responsibility for participants' health and safety during rendered Services which may include interactive, sportive and/or action-oriented activities both indoors and outdoors. Participants join activities on a voluntary basis and on their own responsibility.

Each participant is responsible to ensure coverage by their personal health and accident insurance for the duration of the intervention. Both insurances must be valid and applicable in the location of the intervention. Participant insurance is obligatory to take part in any Gaia Insights intervention and it is the Client's responsibility to communicate this requirement to their participants in advance.

With regards to consulting services, Gaia Insights provides guidance in all conscience and to its best knowledge. Any decisions following Gaia Insights' recommendations are solely taken by the Client on their own authority. Gaia Insights and affiliated business partners cannot be deemed responsible for any potential damage claimed by the Client, allegedly caused by taking actions upon advice provided by Gaia Insights or its business partners in a consulting role.

The Client agrees that in case of any lawful damages a justified indemnity claim against Gaia Insights, irrespective of its legal basis, must never exceed the original amount of the total service fee agreed in the signed Letter of Engagement.

Notwithstanding any other term of this agreement, the Client shall indemnify, defend and hold harmless Gaia Insights, its corporate affiliates, current or future directors, trustees, associates and business partners and their respective successors, heirs and assignees (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

### 9. Term

This agreement between Gaia Insights and the Client is concluded and in effect as soon as a Letter of Engagement has been duly signed by both parties. It shall remain in effect for the entire duration of Services rendered by Gaia Insights to the Client, unless sooner terminated as hereinafter provided, or unless extended by agreement of both parties.

This agreement may be terminated by either party, with or without cause, upon 90 days prior written notice to the other. In any case, Gaia Insights shall, in accordance with the terms and conditions hereof, nevertheless wind up assignments in an orderly fashion for the Client which Gaia Insights began prior to the date of notice of termination hereunder.

Upon termination of this agreement for any reason, Gaia Insights shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this agreement, but unpaid, as of the date Gaia Insights ceases work under this agreement. In addition, Gaia Insights shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and, unless Gaia Insights terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

### 10. Further Legal Terms and Conditions

The Client shall not use Gaia Insights' name, logos, trademarks, or depiction, or the name or depictions of any associate, appointee, business partner or employee of either, or any adaptation thereof, in any promotional, advertising or marketing material, or in any other way without the prior written consent of Gaia Insights, or the individual, as appropriate, provided however that in neutral circumstances that do not imply endorsement or advocacy, or otherwise misrepresent the terms of this agreement or Gaia Insights' role, the Client may accurately state that Gaia Insights is a vendor to the Client.

Gaia Insights and the Client mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this agreement. The parties agree that they shall not intentionally and knowingly enter into any such agreement.

If any portion of this agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

### 11. Governing Law

Gaia Insights, its business partners and the Client undertake to observe the legal and regulatory requirements applicable at the location of the intervention.

All parties involved shall make every reasonable effort to settle any disputes concerning the origin, interpretation and performance of this agreement by negotiation if possible.

In case of any dispute that cannot be resolved by negotiation, Swiss Law shall apply. The venue shall be Basel City.

### 12. Acknowledgement

No amendments to this agreement nor to the Letter of Engagement shall be valid unless made in writing and executed by Gaia Insights and the Client.

In witness whereof, by signing a Letter of Engagement both parties execute this agreement and indicate their acceptance of the terms and conditions set forth above, on the dates stated in the Letter of Engagement.

Each person who signs the agreement represents that such person is fully authorized to sign it on behalf of the applicable party.

GAIA Insights GmbH  
January 2015