

General Business Terms and Conditions (GBT)

Extent of Jurisdiction

The following General Business Terms and Conditions (GBT) apply to all consulting offers and services provided by mpw consulting team AG (mpw). They are accepted by the client as a component part of the contract.

If offers or contracts by mpw contain written provisions that deviate from these GBT, the individual offers or the provisions agreed upon take precedence over these GBT.

The GBT apply in the context of an ongoing business relationship with a client and, even without explicit inclusion, to all future offers and services from mpw.

Confidentiality and Privacy Policy

mpw deals strictly confidentially with all information about a company, customer relationships, staff, and in-company conditions obtained from a client in the context of cooperation with mpw. The obligation of confidentiality is maintained even after the conclusion of cooperation.

mpw is further committed to protect all personal data, collected in connection with the performance of its services, in accordance with the provisions of the Swiss Data Protection Act and other relevant legal norms.

Liability

mpw carries out all contracts with the greatest possible care and the maintenance of high quality standards. In assessments, mpw consistently complies with the quality standards of Swiss Assessment.

To the extent legally possible and permissible, mpw explicitly disclaims all liability for direct or indirect damages resulting from or in connection with the execution of a contract. mpw explicitly refuses claims for damages of any kind.

As data traffic security cannot be fully guaranteed, mpw does not assume liability for any resulting damages. In particular, mpw does not assume liability for intentional or negligent acts of third parties who change, delete or otherwise damage data.

Intellectual Property Rights

mpw retains the intellectual property rights for all products, work results and services created by mpw or produced in collaboration with mpw. The use, alteration, reproduction, transmission or replication of mpw products, in particular of documentation or parts thereof, are subject to the intellectual property clauses.

Without previous written consent from mpw, it is not permitted to reproduce, process, duplicate, distribute, or use for public dissemination any content – including excerpts – in any form (photocopy, digital or other processes).

Specific agreements made with a client are excepted.



Cancellation by the Client

mpw reserves the right to charge the client for cancellations at short notice as follows:

Individual Assessments:

For cancellations up to 11 workdays before the scheduled date	no compensation required
For cancellations from 6 to 10 workdays before the scheduled date	25% of the costs owed
For cancellations from 2 to 5 workdays before the scheduled date	50% of the costs owed
For cancellations up to 1 workday before the scheduled date	100% of the costs owed

Individual Coaching and Consulting:

For cancellations up to 4 workdays before the scheduled date	no compensation required
For cancellations from 2 to 3 workdays before the scheduled date	50% of the costs owed
For cancellations up to 1 workday before the scheduled date	100% of the costs owed

Training, Team Development, Workshops and Group Assessments:

For cancellations up to 15 workdays before the scheduled date	no compensation required
For cancellations from 6 to 14 workdays before the scheduled date	50% of the costs owed
For cancellations up to 5 workdays before the scheduled date	100% of the costs owed

Fees and Third-party Costs

Unless otherwise noted in the offer, the all-inclusive costs given include all payable fees. mpw therefore does not charge for any additional third-party costs in connection with the services agreed upon.

Governing Law and Place of Jurisdiction

Swiss Federal Law applies for all dispute resolution arising in connection with a given contract.

Place of jurisdiction is Zurich, Switzerland.

Final Provisions

Should one or more of the provisions of these GBT be legally void, the validity of the remaining provisions is not affected.

Introduced to replace the legally void provision is a legally valid one that is suitable for guaranteeing the intended result.

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