



## **T&Cs and FEE-SCHEDULE**

English

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The success and prosperity of our customers is very important to Allaqua. We focus on the quality of our work. Though, the price of our service of is an important decision-making factor for you, but by no means should it be the most important.

We are seeking for mutual satisfactory solutions with you and are evaluating each quotation individually.

The fee-schedules herein are indicative. The definitive price structure essentially depends on the complexity, the scope of the order and ultimately on our specific competence in the task you require.



## **A. General Terms & Conditions**

### **1. Preamble**

- 1.1 The General Terms and Conditions (GT&C) of Allaqua are applicable to all relations with customers of Allaqua.
- 1.2 The GT&C of the customer are excluded.

### **2. General**

- 2.1 The following terms and conditions form the basis for all agreements made in writing, verbally, by telephone, by e-mail or via Internet communication between Allaqua GmbH (hereinafter referred to as Allaqua) and the client (hereinafter referred to as the Customer).
- 2.3 In the case that a regulation of these GT&C proves to be wholly or partly ineffective, then the contract parties shall replace this regulation with a new one corresponding to their legal and commercial success.

### **3. Execution of the assignment**

- 3.1 Allaqua is obliged to apply all due care to the execution of the contractually accepted orders.
- 3.2 Allaqua can subcontract the accepted contractual assignments be executed by third parties. In this case, Allaqua is responsible for the due care in the choice and instruction of the mandated third party. Unless otherwise contractually stipulated Allaqua does not need prior approval from customer to engage a third party.
- 3.3 During the term of the contract, the customer shall not appoint other consulting firms for the tasks that lie within the scope of responsibility of Allaqua, unless when previously arranged with the latter.

### **4. Premature termination of the contract**

- 4.1 The order can be revoked or rescinded by either party at any time. However if this is done at an inopportune time, the revoking party is obliged to compensate the other for the damage caused (Art. 404 Swiss CoO). Allaqua in any case has a right of remuneration for the actual work done until revocation irrespective of any type of retainer in form of lumps payment(s) or capped consulting fees.



If the customer withdraws from the contract unilaterally, if he does withhold pertinent information or if the customer releases wrong information that lead to disabling a fair valuation or a correct assessment, Allaqua additionally has the right for compensation for the damage arising from the withdrawal and/or for parts of the loss of the anticipated turnover respectively.

## **5. Copyright**

5.1 The customer may use anything produced by Allaqua for the contractually agreed purpose, and within his own company only. Without written approval of Allaqua the customer may therefore neither transmit the work to third parties, nor publish it in full or in parts. The copyright of the work remains with Allaqua.

## **6. Confidentiality**

6.1 Allaqua guarantees confidentiality of confidential documents and information that it receives or learns from the customer in execution of the contractually accepted assignment. Allaqua requires its employees and if necessary subcontractors, not to make available such manufacturing and business documents to third parties. Allaqua however is entitled to use knowledge gained in execution of the contractually assumed commitments in dealings with third parties, without violation of confidentiality.

6.2 Supporting documents of the customer received in connection with the performance of the contract remain the property of the customer, and can be reclaimed at any time within two years after termination of the project.

## **7. Acceptance**

7.1 After delivery, the customer must examine the work results of Allaqua immediately. Provided the customer does not make an objection to the work in writing to Allaqua within 10 days after delivery, the results are deemed accepted, and Allaqua is from then on responsible only in regard to article 8 of these GT&C's.

## **8. Liability**

8.1 Allaqua is responsible for a careful execution of the work accepted according to the contract.



- 8.2 A possible claim of the customer has to be lodged at Allaqua in writing immediately by discovery of the mistake. The right for compensation from Allaqua however expires if such a claim is not lodged by at the latest 3 months after delivery of the work.
- 8.3 The amount of liability of Allaqua is limited to the price agreed in the corresponding contract.
- 8.4 Allaqua is in no way liable for indirect damages or losses, for example for loss of use, loss of production or costs in connection with an operating disruption.

## **9. Charging rates**

- 9.1 For services that are not indicated herein, the charging rates of Allaqua are defined by written contract, either in the contract itself, or in an annex thereof.
- 9.2 Allaqua reserves the right to periodically adjust these charging rates, normally every year. Contractually agreed charging rates however are valid for the execution of all obligations of the contract, if nothing to the contrary has been agreed.

## **10. Condition of payment**

- 10.1 Except otherwise foreseen, every month, Allaqua draws up an invoice for work performed and costs incurred.
- 10.2 Payment of the net amount of the invoice is due within 10 days after the issuing date, without deduction of discounts, expenses, taxes, charges, etc. except prior agreed upon.
- 10.4 If a customer does not observe the time limit for payment, he is in default as from the due date without any further remainder.
- 10.5 Customers with its registration outside Switzerland are obliged to provide a downpayment or a bank guaranty. The downpayment is used against monthly invoices and has to be replenished.

## **11. Place of jurisdiction, and applicable law**

- 11.1 The legal relationship is subject to Swiss law.
- 11.2 The place of jurisdiction for the customer and for Allaqua is Zug/Switzerland. Allaqua however has the right to take legal proceedings against the customer at the customers business headquarters.



## B. Consulting fees

|  |  |                   |   |
|--|--|-------------------|---|
| <b>Daily rates</b><br>Consultants  | Single / multiple day(s)               |                   | 2'800   |
|  | Longterm and interim Management*       |                   | t.b.d.  |
|  | General Expenses (Office, Comms, etc.) |                   | 10.00%  |
| <b>Hourly rates</b><br>Office staff  | Specialist(s) (Accounting, etc.)       |                   | 150   |
|  | Assistant(s), Clerk(s)                 |                   | 100   |
| <b>Travel</b>  | CH & Int'l.                            | Car               | 1.00/km   |
|  |  | Train             | 1. class  |
|  |  | Flight            | Business Class                                  |
| <b>Traveltime</b>  | Traveltime                             | in % of daily fee | 100.00%   |
|  | Workfree days abroad                   | in % of daily fee | 50.00%  |
| <b>Expenses</b>  | Hotel                                  |                   | ****/***** or equivalent                        |
|  | Transport                              |                   | Taxi or public transportation, evtl. rental car |
|  | Comms                                  |                   | as needed only internationally                  |
|  | F&B                                    |                   | In CH only if professionally necessary          |
| <b>Lumpsum**</b><br><b>(5 full in-</b><br><b>country</b><br><b>working days)</b> | Europe, Middle East                    | Time & Travel     | 20'000  |
|  | Asia, Northamerica                     |                   | 22'500  |
|  | Southamerica, Africa, Oceania          |                   | 25'000  |

All in Swiss Francs (CHF)

\* reduced daily rate applies when mandate exceeds 1 month

\*\* 100% Prepayment

- Place of work is either the location of the client or the offices of Allaqua
- Broken days and hourly rates are calculated in brackets of 15 Mins.
- Clients outside Switzerland are to pay an advance/retainer



## C. M&A-Transaction fees

| <b>Transaction value</b> | <b>Depending on complexity</b> |
|--------------------------|--------------------------------|
| <b>&lt; 1'000'000</b>    | t.b.d.                         |
| <b>&lt; 2'500'000</b>    | 6.0 - 10.0+%                   |
| <b>&lt; 10'000'000</b>   | 4.5 - 6.5%                     |
| <b>&lt; 25'000'000</b>   | 3.5 - 5.5%                     |
| <b>&lt; 50'000'000</b>   | 3.0 - 4.5%                     |
| <b>&lt; 100'000'000</b>  | 2.5 - 4.0%                     |
| <b>&gt; 100'000'000</b>  | t.b.d.                         |

50% of consulting services directly related to the M&A transactions will be settled against the transaction fee.

The transaction value is in CHF





## D. Executive Search

We work exclusively on a success base. We only claim a fee once a definitive employment relationship has been established with the candidate we have placed.

### Scope of services

Upon conclusion of the employment contract, a placement fee will be charged for our expenses. The fee includes recruitment, interviews with applicants, consulting, brief assessment, correspondence, evaluation and obtaining reference information.

Allaqua's scope of services does not include personality analyses, graphological reports and tests. These are at the clients expense and to be agreed on a case-by-case basis.

### Placement fee

The placement fee is calculated as a %-age of the candidate's gross annual salary (incl. bonus and variables) and is determined as follows upon conclusion of the contract:

| <b>Annual salary (CHF)</b> |   | <b>Placement fee hereof</b> |
|----------------------------|---|-----------------------------|
| <b>≤ 91'000</b>            |   | <b>12.5%</b>                |
| <b>≤ 117'000</b>           |   | <b>14.0%</b>                |
| <b>≤ 143'000</b>           |   | <b>16.0%</b>                |
| <b>≤ 169'000</b>           |   | <b>18.5%</b>                |
| <b>≤ 195'000</b>           |   | <b>21.5%</b>                |
| <b>&gt; 195'000</b>        | According to individual offer, at least | <b>25.0%</b>                |

In the event of a premature departure within the agreed probationary period (max. 3 months), we will refund the fee as follows, provided that Allaqua is at fault (e.g. unsuitability of the applicant, etc.):

- ▶ 50% by the end of the first month of employment
- ▶ 25% by the end of the second month of employment
- ▶ 10% by the end of the third month of employment

### Safeguard clauses

The application files are the property of Allaqua. They may not be passed on to third parties. Should an applicant take up a position within 6 months after presentation by us to the customer, the success fee described in section 2. is owed in full.



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