

GPTW Switzerland AG

General Terms & Conditions

Status: September 2020

These General Terms and Conditions apply to all contractual relationships between the customer and GPTW Switzerland AG (hereinafter referred to as GPTW). With the commissioning of GPTW, they become an integral part of the contractual relationship between the customer and GPTW.

Deviating or additional contractual, delivery or purchase conditions of the customer shall not become part of this contractual relationship. Something else shall only apply if the inclusion of the deviating or additional terms and conditions is expressly agreed in writing.

Contract implementation

GPTW will perform the agreed services to the best of its ability and on the basis of the methodological principles developed by GPTW. There is agreement between the parties that GPTW does not guarantee the achievement of specific results, outcomes, placements, business objectives or other successes.

Rights of use

The contractual work results, trademarks, titles, logos, methods are the intellectual property of Great Place To Work Institute Inc. and/or GPTW as its licensee. All industrial property rights thereto, in particular trademark and/or copyright usage rights, shall remain with Great Place To Work Institute Inc. and/or GPTW. The customer is not entitled to use, reproduce, distribute, edit and/or redesign these rights for himself or to transfer any rights and powers to third parties.

GPTW assumes no liability for materials and services provided by the customer to GPTW for the execution of the contract. The customer guarantees that these materials and services are free of third-party rights and that their use and processing by GPTW does not infringe any third-party rights. The customer indemnifies GPTW against all claims of third parties and will reimburse GPTW for any resulting damage, including costs of legal defence. GPTW is not obliged to check the materials and other information provided by the customer for completeness, correctness of content or rights of third parties.

Certification and awards

The price for the employee survey is based on the number of employees on the date the contract was concluded. Changes of +/- 10% of the number of employees are included for organizations with up to 249 employees. For organizations with more than 250 employees, changes of +/- 5% of the number of employees are included.

The awards or certification will be granted by GPTW in accordance with the current competition conditions and the customer undertakes to comply with these (in particular: no influence of the employees; honest feedback). Violations may result in withdrawal of the award. In addition, the customer undertakes to use the award only within the framework of the defined agreements. These will be communicated when the award is presented. There is no legal entitlement to an award.

Prices and payment

Subject to other offers, all prices are quoted in Swiss francs (CHF). All prices are exclusive of any applicable value added tax (VAT).

The services can be invoiced immediately after conclusion of the contract. Invoices are due for payment within 30 days of the invoice date.

Confidentiality and data protection

GPTW guarantees compliance with data protection regulations. The reports of the results are only forwarded to the client if they do not allow any conclusions to be drawn about the specific persons.

GPTW undertakes to use the data only for the agreed purpose. GPTW may pass on the anonymized data from projects to other partners and to GPTW's headquarters (e.g. to create overview reports). The anonymized results of all companies are integrated into their benchmark database.

GPTW commits itself to delete the personal data provided by the client (including copies) after completion of the survey.

The contracting parties are obliged to use all documents, knowledge, experience, business matters, processes and business and trade secrets of the other contracting party, its employees and customers as well as the content of the contractual relationship (hereinafter referred to as "information") that become known to them within the scope of the contractual cooperation and the fulfilment of this contract exclusively for the implementation of the contractual cooperation. In all other respects, this information - subject to separate consent - is subject to the secrecy of both contracting parties. The contracting parties shall take all necessary and reasonable measures to protect this information from the knowledge of unauthorized third parties.

- The obligation to maintain secrecy shall not apply where the information
- were already known to the other contracting party at the time of gaining knowledge without confidentiality obligation or became known at a later time in a lawful manner,
- have been made known to the other contracting party or to the public with the consent of the entitled party
- the respective contractual partner has been expressly permitted to pass on the information to third parties.

The confidentiality obligation does not end with the term of this agreement, but continues as a sign of post-contractual fiduciary duty for a period of two years.

Final provisions

Place of performance and exclusive place of jurisdiction for disputes is the registered office of GPTW. The legal relationship between the contracting parties shall be governed exclusively by Swiss law.