DOMINIQUE RAFFRAY CONSULTING · LEGAL

General Terms and Conditions

Dominique Raffray GmbH · trading as Dominique Raffray Consulting · Hinterdorfstrasse 6, 6390 Engelberg, Switzerland · Swiss law

Version dated 3 November 2026

1. Scope

1.1 These General Terms and Conditions (the "Terms") apply to all services provided by Dominique Raffray GmbH, Hinterdorfstrasse 6, 6390 Engelberg, Switzerland ("Dominique Raffray Consulting"), to its clients.

1.2 The services are offered exclusively to companies, organisations, networks, associations, member organisations, foundations and family offices (the "Client"). Services to consumers are not covered by these Terms.

1.3 Any terms and conditions of the Client that deviate from or supplement these Terms shall apply only if Dominique Raffray Consulting has expressly agreed to them in writing.

1.4 Individual arrangements set out in a proposal, an order confirmation or a separate agreement shall take precedence over these Terms.

2. Services

2.1 Dominique Raffray Consulting provides, in particular, the following services:

- respectful interviewing, including the initial approach to individuals named by the Client, structured interviews and written assessments;
- strategic recruitment advisory, including recruitment strategy and process, employer branding, candidate and stakeholder experience, and interim in-house recruitment;
- the structuring and support of volume recruitment and high-volume hiring programmes;
- workshops, training and coaching, in particular on active sourcing (including AI-supported research), interviewing and candidate experience;
- the development of in-house recruitment teams;
- the development of job boards, exclusively as a complete package together with the white-label solution of a technology partner;
- on request, bespoke CEO and board succession and the strategic development of leadership teams;
- further advisory services as set out in the proposal.

2.2 The nature, scope, timeframe and fees of the services are set out in the relevant proposal or order confirmation.

2.3 Dominique Raffray Consulting provides its services as a mandate within the meaning of Articles 394 et seq. of the Swiss Code of Obligations (CO). Dominique Raffray Consulting undertakes to perform the services with due care and professional skill; it does not guarantee any particular result. In particular, Dominique Raffray Consulting does not guarantee that a position will be filled, nor that a specific number of candidates, members, employers or vacancies will be secured.

2.4 Assessments and recommendations serve as a basis for decision-making. Any decision on an appointment, hire or admission rests always and exclusively with the Client.

2.5 The establishment and management of an in-house recruitment academy, and all associated services – such as the academy's courses and training programmes or partnerships with universities – shall in each case be governed by a separate special agreement. These Terms shall apply to such services only to the extent that the special agreement expressly refers to them.

2.6 Dominique Raffray Consulting does not provide legal, tax or data protection advice. Where such matters arise in the course of a project, Dominique Raffray Consulting will, on request, coordinate them with suitably qualified specialists engaged directly by the Client.

3. Conclusion of contract

3.1 Proposals from Dominique Raffray Consulting remain valid for 30 days from the date of issue, unless stated otherwise in the proposal.

3.2 A contract is concluded when the Client accepts a proposal in writing or when Dominique Raffray Consulting confirms an order in writing. Email shall satisfy the requirement of written form.

3.3 Equity participations, shareholdings, co-founder roles or success-based remuneration shall in all cases require a separate agreement signed by both parties and concluded before any work commences. No such entitlements may be derived from these Terms.

4. Performance of services

4.1 The services are performed personally by Dominique Raffray. She conducts the initial approach and the interviews herself – without the use of AI interviews and without involving third parties.

4.2 Collaboration generally takes place online, in particular via Microsoft Teams. On-site meetings are possible only within long-term engagements and by prior arrangement.

4.3 In agreement with the Client, Dominique Raffray Consulting may involve carefully selected partners for specific tasks, notably the technology partner in job board projects. For any other third parties, Dominique Raffray Consulting shall obtain the Client's prior consent.

4.4 Unless otherwise agreed, Dominique Raffray Consulting is free to choose its methods and manages the processes for which it is responsible independently. Dominique Raffray Consulting is not obliged to follow instructions from the Client that would compromise the diligence of its work or the respectful treatment of the individuals approached.

5. Client's cooperation

5.1 The Client shall provide, in good time, all information, documents, contacts and decisions required for the performance of the services, and shall designate a responsible contact person.

5.2 Where the Client transmits personal data (for example, contact details of leads, application documents or membership lists), the Client warrants that such data has been lawfully collected and may lawfully be disclosed to Dominique Raffray Consulting.

5.3 Any delays or additional work resulting from missing or late cooperation by the Client shall be borne by the Client.

6. Fees and expenses

6.1 The fees agreed in the proposal shall apply. In the absence of any other agreement, the following rates apply:

- time-based services: EUR 250 per hour, invoiced in quarter-hour increments;
- long-term engagements: full days per month at a daily rate specified in the proposal – the longer the agreed term, the more favourable the rate; any hours exceeding the agreed monthly allocation are invoiced at EUR 250 per hour;
- fixed fees (for example, recruitment review, interview framework, workshops and training) as set out in the proposal;
- job boards: an individual overall proposal covering technology and support;
- CEO and board succession and the development of leadership teams: fees as set out in a separate mandate agreement;
- in-house academy: fees as set out in the special agreement.

6.2 All prices are stated in euros, unless another currency has been expressly agreed, and are exclusive of any applicable statutory value added tax.

6.3 Expenses for agreed on-site meetings (travel and accommodation) shall be charged additionally at actual cost. Online services do not incur travel expenses.

6.4 Unless the proposal provides otherwise, the costs of the technology partner and the fees of any specialists involved are not included in the fees of Dominique Raffray Consulting.

7. Invoicing and payment

7.1 Time-based services are invoiced monthly. Long-term engagements are invoiced monthly in advance. Unless otherwise agreed, fixed fees are invoiced as to 50% upon award of the contract and 50% upon completion.

7.2 All invoices are payable in full, without deduction.

7.3 Each invoice shall be paid within 14 days of the invoice date. The parties agree that, upon expiry of this period, the Client shall be in default automatically and without any further reminder (fixed due date in accordance with Article 102(2) CO). From the date of default, the Client shall owe default interest at a rate

of 5% per annum. Dominique Raffray Consulting may suspend its services until payment has been received in full.

8. Appointments, rescheduling and cancellations

8.1 Agreed appointments are binding on both parties.

8.2 If the Client cancels a workshop, a training session or an engagement day less than 7 calendar days in advance, 50% of the agreed fee shall become due; if cancelled less than 48 hours in advance, 100% shall become due. No charge shall apply if the appointment can be rescheduled.

8.3 If an individual who has been approached cancels or does not attend an interview, the time already spent on preparation and the approach shall be invoiced.

9. Term and termination

9.1 Individual assignments end upon completion of the agreed services.

9.2 Long-term engagements run for the minimum term agreed in the proposal and thereafter renew automatically for successive periods of one year, unless terminated by either party with three months' notice to the end of the current contract term.

9.3 The mandatory right of either party to terminate the mandate at any time pursuant to Article 404 CO remains reserved. If termination occurs at an inopportune time, in particular before the expiry of an agreed minimum term, the terminating party shall compensate the other party for any resulting loss. Services already rendered and engagement days reserved for the current month shall be remunerated in any event.

9.4 The right of either party to terminate with immediate effect for good cause remains reserved.

10. Confidentiality

10.1 Both parties shall treat as strictly confidential all confidential information received in the course of their collaboration, including in particular names, interview content, assessments, business information and concepts.

10.2 Assessments of individuals are intended exclusively for the Client's internal use and may not be disclosed to third parties.

10.3 Dominique Raffray Consulting shall name the Client as a reference only with the Client's express consent.

10.4 The duty of confidentiality shall continue indefinitely after the end of the collaboration.

11. Data protection

11.1 Dominique Raffray Consulting processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). Further details are set out in the privacy policy at raffray-consulting.com.

11.2 Where Dominique Raffray Consulting conducts interviews with individuals named by the Client, the Client is responsible for informing the individuals concerned that their data is being disclosed to Dominique Raffray Consulting.

12. Rights to work results

12.1 Upon payment in full, the Client receives a non-transferable right to use the work results produced for it – such as concepts, interview guides, assessment criteria and reports – for its own internal purposes.

12.2 The methods, templates, know-how and general tools of Dominique Raffray Consulting remain its property. Any disclosure to third parties or commercial exploitation by the Client requires the prior written consent of Dominique Raffray Consulting.

13. Liability

13.1 Dominique Raffray Consulting is liable for damage caused intentionally or through gross negligence. To the extent permitted by law, liability for slight negligence is excluded.

13.2 In particular, Dominique Raffray Consulting accepts no liability for the Client's decisions on appointments, hires or admissions, for the performance or conduct of individuals whom the Client appoints or admits, or for information provided by candidates or third parties.

13.3 The technology of a job board is subject to the terms and conditions of the technology partner. Dominique Raffray Consulting accepts no liability for its availability, functionality or security.

13.4 To the extent permitted by law, liability for indirect and consequential loss, in particular loss of profit, is excluded. In all other respects, liability is limited to the fees paid by the Client for the assignment concerned during the preceding twelve months.

14. Force majeure

If either party is prevented from performing its obligations by events beyond its control (for example, illness, accident, measures by public authorities or significant technical disruption), the affected appointments shall be postponed by a reasonable period. Each party shall inform the other without delay.

15. Final provisions

15.1 Any amendments or additions to a contract must be made in writing. Email shall suffice.

15.2 Dominique Raffray Consulting may amend these Terms. Ongoing contracts remain subject to the version in force at the time the contract was concluded, unless the Client agrees to a new version.

15.3 Should any provision of these Terms be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes as close as possible to its economic purpose.

15.4 These Terms are available in German and English. In the event of any discrepancy, the German version shall prevail.

15.5 These Terms are governed exclusively by Swiss law. The exclusive place of jurisdiction is the registered office of Dominique Raffray GmbH, currently Engelberg, Canton of Obwalden, Switzerland.

This English version is provided for information. In the event of any discrepancy, the German version shall prevail.