

General terms and conditions

**Agentur für Privatschulen AFP AG,
Marktgasse 11, 8302 Kloten, Switzerland**

1. Parties

As an independent intermediary for the private schools, boarding schools and language trip providers it represents, Agentur für Privatschulen AFP AG («AFP») provides independent consulting services for private and commercial clients («Clients»).

2. Service

On behalf of the schools it represents, AFP shall advise the Client on the selection of a suitable school, kindergarten or language school – especially private schools, boarding schools and language schools in Switzerland and abroad – for one or more children or adolescents. The Client authorizes AFP to contact the providers of the desired service and to provide the Client's contact information and the contact information of the Client's children. AFP is not entitled to enter into or terminate binding contracts on behalf of the Client or the schools it represents. A contract shall only be concluded between the Client and the chosen school. In the consulting and intermediation process, the Client accepts AFP as a representative and intermediary for the service providers such as private schools, boarding schools, language schools and language trip providers.

3. Services

The Client shall contact AFP verbally, in writing or by using electronic means such as the website or email. In particular, the services encompass a summary and analysis of the initial situation of the Client or the Client's children, an evaluation of the Client's goals and the presentation of one or more ways to achieve the Client's goals, where possible and available on the market. With the Client's consent, AFP shall arrange interviews, visits or trial periods in the chosen schools. The Client is also entitled to arrange such appointments directly, provided that AFP is then notified. The information provided by the consultants at AFP is based on years of experience. However, they cannot replace any necessary or desired consultation with a physician, psychologist, psychiatrist, lawyer or other expert and are to be considered auxiliaries to such experts.

When it gives advice on language courses in Switzerland and abroad, AFP shall play a role in the selection of a suitable course and the language trip provider. AFP itself is not a provider of language courses or language trips and does not provide any services as a tour operator or in connection with obtaining necessary travel permits or visas.

4. Remuneration

For providing the services described above, AFP shall receive a competitive commission that is paid by the private school, boarding school, language school or language trip agent represented by AFP. AFP expressly declares that the Client will not incur any consultation costs by consulting AFP and that the commission paid by the private schools, boarding schools, language schools or language trip agents satisfies all of AFP's claims against the Client in connection with the services provided.

5. Value-added tax

Changes to the law and a change of practice by the Swiss Federal Tax Administration notwithstanding, and under reservation of a subsequent demand for VAT, the Client shall not incur any additional costs from Swiss VAT. AFP accepts no liability for the correct deduction of taxes by the Client or the private schools, boarding schools, language schools or language trip agents.

6. Cooperation with private schools, boarding schools, language schools and language trip agents

Although AFP has cooperation agreements with the key private schools, boarding schools and language trip agents based in Switzerland and the greater Zurich area, it is not tied to such providers legally, financially or in any other way.

AFP assists its clients in cooperation with the responsible representatives of these private schools, boarding schools, language schools and language trip agents. Sharing personal data and personal information, especially concerning educational requirements, certificates, personal environment or family situation, forms part of AFP's professional service and the Client hereby expressly consents to the same. The chosen private schools and boarding schools normally bill the Client directly (this does not apply to language schools or language trip agents). AFP is not a contractual party in the relationship between the Client and the chosen private school, boarding school, language school or language trip agent. As such and with the exception of language schools and language trip agents, AFP is not normally involved in the collection of outstanding amounts.

7. Data protection, data security and confidentiality

AFP guarantees that its employees treat data that has been entrusted to them in accordance with the principles of Swiss data protection legislation. Where data needs to be transferred abroad to provide the consulting service properly, the Client consents to the transfer of their data to third parties abroad. The Client authorizes AFP to process data using internet applications provided by third parties. Furthermore, the Client expressly accepts the latest version of AFP's separate privacy policy. AFP's privacy policy is accessible on the AFP website www.privatschul-beratung.ch/en/home/ at any time.

8. Liability

AFP shall provide its service with due diligence. The Client can hold AFP liable for any damage caused by negligence, errors or inaccurate information in line with the following: AFP and its executive bodies or employees can only be held liable for intentional or grossly negligent actions and only for causal damage, costs and expenses suffered by the

Client, directly or indirectly, as a result of an intentional or grossly negligent action. AFP is only obligated to work with care and does not guarantee success in education or acceptance by a school. Any liability for such damage, including all costs and expenses, is limited to a maximum of CHF 5,000. Under no circumstances can AFP be held liable for intentional, grossly negligent or erroneous conduct on the part of the Client, its executive bodies or employees, or for claims for compensation due to incomplete, inaccurate or misleading documents or information provided by the Client or a third party.

9. Applicable law and place of jurisdiction

The consulting agreement is subject to Swiss substantive law, to the exclusion of international private law. The exclusive place of jurisdiction is the registered office of Agentur für Privatschulen AFP AG in Switzerland at the time the claim is filed.