2025

General terms and conditions for clients of Special Projects

These general terms and conditions apply to the services provided by Special Projects GmbH ("Special Projects") and their affiliated companies, team members or contracted partners in any jurisdiction (together referred to as the "Company"). By engaging the Company for any matter, you accept these general terms and conditions. This version shall remain applicable until amended or replaced.

Background

The Company offers customised consulting services to clients through a process that prioritises quality, speed and meaningful outcomes, across brand management, content development and stakeholder engagement. Our focus is on creating value through a receptive and results-oriented approach, maintaining high standards while adapting to project needs, with openness and a shared commitment to excellence.

Over time, we aim to deepen partnerships that align with our guiding principles and to phase out collaborations that tend to diverge from them. Our services are designed to meet individual client needs, providing both strategic insight and hands-on execution to build our clients' market momentum.

Our principles for client relationships include:

1. We don't take on new clients without figuring out why we believe in the partnership.
2. We build trust from the ground up. It is the small actions that give us trust to influence key decisions.
3. We stand firmly by our clients in their hardest moments.
4. We design the smallest teams required to do exceptional work.
5. We collaborate closely with clients. Today's conditions require a more deeply embedded approach to the client-consultant relationship.
6. We take an iterative approach to planning and strategic development.
7. We are mindful of clients' time. It is usually their scarcest resource.
8. We are committed to unbiased guidance over maximising short-term gains.
9. We are engaged—always switched on—but never activists blinded by ideology at the expense of reality.

We stay committed to learning, adapting, and holding ourselves to these principles in everything we do.

1. Scope of services

1.1 Overview

The Company provides the following consulting services:

- ➔ Strategic intelligence, research, and analysis
- ➔ Brand management and market positioning
- ➔ Communications and marketing strategies
- ➔ Content development and creative execution
- ➔ Stakeholder engagement, e. g. media relations, investor relations & partnerships development
- ➔ Crisis & risk management
- ➔ *Special projects* (unconventional initiatives hard to fit into a typical service category)

1.2 Nature of assignments

An assignment is typically defined in advance as a project or structured as an ongoing/hourly engagement around a specific mission, which may vary in scope and duration. One assignment, when all parts of it are included within the same business arrangement, may involve multiple legal entities, invoicing structures, deliverables, workstreams, teams, areas of expertise, and stakeholders.

Unless specifically agreed in writing, Special Projects does not act as an external spokesperson, ambassador, or representative of the client.

1.3 Service models

The Company defines three primary models for structuring assignments and billing:

1) Fixed-scope assignments with predefined deliverables, timelines, and budgets. Amendments to scope, budget, or deadlines require mutual agreement.
2) Hourly-based contracts where work is billed based on the time spent, with detailed time reports provided on a monthly basis or upon request.
3) Retainer contracts, where a fixed monthly fee secures ongoing access to consulting services, which are prioritised according to the agreed allocation of hours or deliverables.

The model and corresponding pricing for each assignment are defined and agreed upon by both parties before the work commences. In select engagements, we employ a combination of service models concurrently.

In exceptional cases where the applicable service model or scope of work is not clearly defined, the parties agree that all work performed shall be billed on an hourly basis at the Company's prevailing rates, until a specific arrangement is mutually confirmed in writing, with mutual email confirmation constituting acceptable proof.

1.4 Team composition

Unless otherwise specified, assignments are led by the Company's founder. Services are provided by team members or contractors to the Company selected based on their expertise and the project's requirements, with consideration for client preferences. The Company welcomes ongoing client input on team composition and

strives to accommodate reasonable requests, subject to availability and operational feasibility. Clients are informed of any significant changes to the assigned project team.

1.5 Revisions and deliverables

The client is expected to provide necessary input, access to information, and timely decisions to enable the Company to perform the agreed services effectively.

If the client does not provide necessary input or decisions within a reasonable grace period following an agreed deadline, the Company reserves the right to invoice for the agreed-upon work and associated costs once that grace period has elapsed. Should the delay materially affect the project timeline, including subsequent parts of the process, the Company further reserves the right to adjust the schedule accordingly.

All deliverables will be provided in either English or Swedish, formatted as presentations or text documents, unless otherwise agreed upon in the proposal or during the course of the work process. Deliveries in multiple languages or formats typically incur additional costs.

Deliverables in project- or retainer-based assignments include up to three iterations to ensure alignment with client expectations. Further revisions will incur additional fees.

1.6 Compliance reservation for external materials

The Company is dedicated to ensuring all deliverables meet or exceed the standards expected by all our stakeholders. To maintain alignment with our brand promise, we reserve the right to withhold the distribution of materials (including but not limited to text pieces, translations, imagery, productions, social media content) provided by the client or third parties if they do not meet these expectations. By consistently distributing high-quality work, we aim to uphold the trust of our client collective and build strong relationships with external stakeholders. The Company will promptly raise any remarks on materials it deems misaligned with quality and consistency expectations.

Should clients notice any issues or deviations in our own deliverables, we invite appropriate feedback to help maintain our commitment to quality and improvement. (see Clause 4.2 for formal complaint procedures)

2. Payment terms

2.1 Invoicing

The Company typically invoices in CHF, or EUR, if not otherwise specifically agreed, and follows an international market pricing model. The Company invoices fees based on the applicable service model:

- Project-based contracts, where invoices are typically distributed across instalments—an initial payment at the start, a final payment upon completion, and, if applicable, intermediate payments tied to key project stages.
- Hourly-based contracts, which are invoiced monthly.
- Retainers, which are billed at the beginning of each month.

Payment is due within 15 days of the invoice date unless otherwise agreed in a separate project agreement. All fees and expenses are exclusive of VAT, sales tax, or any other applicable duties unless otherwise stated.

The applicable rates will be subject to annual adjustments at the Company's discretion.

In the event of late payment, an interest rate of 7% per annum applies. In the event of recurring late payments, the Company reserves the right to require advance payments for future assignments.

2.2 Expenses and third-party costs

Unless otherwise agreed, expenses (e.g., travel, accommodation, or third-party vendor fees) not covered in the original proposal are billed separately and itemised on the invoice. Such expenses are additional to the agreed assignment price. All expenses must be reasonably justified in relation to the assignment.

Before incurring external expenses exceeding 7.5% of the total assignment price, the Company will seek the client's prior approval. This requirement also applies to any individual expenses above €750 or the equivalent in another currency.

The Company remains responsible for its own team members and suppliers engaged directly by the Company and presented to the client as part of its team or delivery chain as defined in agreed project arrangements; however, it cannot accept liability for the performance or non-performance of independent third parties not under its direct engagement. Any additional fees or taxes associated with these parties remain the client's responsibility.

3. Legal provisions

3.1 Legal entity

The agreement for services is entered into with the Company, not with any individual associated with the Company. This applies even if there is an explicit or implied intent for certain individuals to perform the work. All employees, partners, and other representatives of the Company are covered by these terms, and no individual shall bear personal liability to the client except as required by law.

3.2 Intellectual property

Deliverables created during the project become the client's property for agreed purposes. However, the Company retains all rights to proprietary methodologies, tools, templates, models, and systems used in the execution of services. These proprietary materials may not be reproduced, distributed, or otherwise utilised by the client outside the scope of the agreed project without prior written consent from the Company.

3.3 Confidentiality

The Company shall maintain strict confidentiality regarding all client information shared or developed in the course of the engagement, except where disclosure is required for the execution of the assignment or expressly approved by the client. Confidentiality obligations may be further defined in a separate Non-Disclosure Agreement (NDA) between the parties.

3.4 Data protection

The Company processes personal data strictly in accordance with the applicable data protection laws, including the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (Regulation EU 2016/679 – GDPR). These measures include:

- Implementing strong security protocols.
- Limiting access to authorised team members only.
- Ensuring secure storage, transmission, and protection against tampering or unauthorised access.
- Preventing accidental exposure of sensitive information in public or insecure environments.

Any data breaches or incidents involving unauthorised access, use, or disclosure will be reported promptly. Additionally, the Company may, upon request or in alignment with legal obligations, implement further measures or safeguards to protect sensitive information.

Similarly, clients are expected to take appropriate measures to safeguard any confidential or sensitive information received from the Company, ensuring it is protected against unauthorised access, use, or disclosure.

The Company may store documents and work results—produced by us, the client, or third parties—electronically in a shared internal system controlled by the Company. This ensures that team members and relevant stakeholders have the necessary access to materials required for the assignment.

Clients may request access, correction, or deletion of their data in accordance with applicable laws.

The client agrees to communicate with Special Projects via email and the internet, acknowledging and accepting all inherent risks connected thereto, such as unauthorised access, illegal intrusion, or damages caused by viruses or spyware. Special Projects maintains spam and virus filters as part of its data security arrangements, which may unintentionally block legitimate emails. The client is therefore advised to follow up important communications with a telephone call.

3.5 Limitation of liability

The Company provides services based on expertise and professional judgment but does not guarantee specific outcomes.

The Company's liability for damages arising from services rendered is limited to direct damages and shall not exceed the total fees paid under the relevant contract. The Company shall not be liable for indirect, consequential, or special damages, including but not limited to loss of profits, loss of business, or third-party claims. Liability is further excluded for damages resulting from circumstances beyond the reasonable control of the Company, except in cases of gross negligence or wilful misconduct.

3.6 Indemnity

The Client agrees to indemnify the Company against all claims by third parties (including the Client's affiliates and advisors) as well as any resulting liabilities, losses, damages, costs or expenses (including reasonable external legal fees), arising from the third party's unauthorised use of, or reliance upon, materials or deliverables disclosed by or through the Client or at the Client's request, for purposes other than those explicitly agreed upon.

3.7 Severability

If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect. An illegal, invalid or unenforceable provision shall be replaced by a provision covering the original intentions as closely as possible.

3.8 Force majeure

Neither party shall be held liable for failure to fulfil obligations under this Agreement due to events beyond their reasonable control, including but not limited to natural disasters, acts of war, government restrictions, pandemics, labour strikes, power outages, or technical failures ('Force Majeure Events'). Obligations affected by such events shall be suspended for the duration of the Force Majeure Event, and both parties agree to take reasonable steps to mitigate the impact of the event on project timelines and deliverables.

4. Administrative provisions

4.1 Termination and notice period

Either party may terminate the agreement with one month's written notice, unless otherwise specified in a project agreement or separate engagement terms. The Company reserves the right to invoice for any work already agreed upon, whether or not the client chooses to have it finalised.

4.2 Complaints process

Clients are required to submit any complaints regarding services or deliverables promptly and with sufficient detail to allow the Company to investigate and remedy the issue. The Company shall be given a reasonable opportunity to address the complaint before any further claims or disputes are pursued.

4.3 Modifications and precedence

These General Terms and Conditions apply to all services provided by Special Projects. Any deviations must be expressly agreed upon in writing in a separate project agreement. In the event of a conflict, the terms of a specific project agreement shall take precedence, but all other provisions of these General Terms and Conditions remain fully applicable. Any agreed deviations shall apply only to the specific assignment for which they were made.

4.4 Amendments to terms

These General Terms and Conditions may be amended by the Company from time to time. Amendments to these terms will be communicated to the client via email to the designated client contact and will take effect immediately for new engagements or within 30 days of notification for ongoing services. The Company will notify the designated client contact(s) of any updates. It is the client's responsibility to ensure that relevant internal stakeholders within their organisation are informed. Clients may raise any objections within this period to discuss them with the Company.

5. Jurisdiction and conflict settlement

5.1 Governing law

For clients domiciled outside Sweden, this Agreement shall be governed by the laws of Basel-Stadt, Switzerland. For clients domiciled in Sweden, this Agreement shall be governed by Swedish law.

"Domiciled," as used in this Agreement, refers to the country or jurisdiction in which the client's primary business address or registered office is officially established at the time of signing this Agreement.

5.2 Dispute resolution

For clients domiciled outside Sweden, disputes arising out of or in connection with this Agreement shall be resolved by the courts of Basel-Stadt, Switzerland, unless arbitration is specifically agreed upon, in which case disputes shall be settled under the Swiss Arbitration Rules, seated in Basel-Stadt.

For clients domiciled in Sweden, disputes shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), seated in Stockholm and conducted in English or Swedish, as preferred by the client.

All arbitral proceedings, including disclosed information, decisions, and awards, shall be strictly confidential. Such information may not be disclosed to third parties without written consent, except where required by law, regulation, authority decision, or contractual obligation (e.g., stock exchange requirements).

If this Agreement, or any part thereof, is assigned or transferred to a third party, that party shall automatically be bound by this arbitration clause.