



Service Agreement for Experts

«BookYourExpert»

1. Scope, Parties and Elements of the Agreement

The scope this agreement is the provision of expert services via the expert portal "BookYourExpert" (<https://www.one-planet-lab.ch/bookyourexpert>) (hereinafter: "BookYourExpert" or the "Portal"), a product of the One Planet Lab Team (hereinafter: "One Planet Lab Team") within WWF Switzerland, Hohlstrasse 110, 8010 Zurich (hereinafter referred to as "WWF"). The Portal is intended to enable initiators of environmentally friendly projects (hereinafter: "Portal Users") to find experts pre-selected by WWF (hereinafter: "Experts") and to book sessions with them. The BookYourExpert service is aimed exclusively at portal users and experts resident in Switzerland.

The portal users receive the services of WWF and WWF contracts with the experts as substitutes.

The contractual relationship between WWF and the experts with regard to the Portal is based on the following Service Agreement, the current and online version of the General Terms and Conditions for BookYourExpert (hereinafter: "GTC") and the online Code of Conduct (hereinafter: "Code of Conduct"); collectively, the "Agreement". The agreement conclusively regulates the legal relationship between experts and WWF.

General terms and conditions of experts do not become part of the contract unless they are available to WWF in writing and WWF agrees to them in written form.

2. Start of agreement

The presentation of the Portal on the WWF's website or in other media is not a binding offer by WWF. Rather, by filling of the registration form (<https://bookyourexpert.planubo.com/signup>), the experts are given the opportunity to submit a binding offer for the conclusion of an agreement (invitation to submit an offer).

The agreement between WWF and an expert is formed after the expert has completed the registration form in full and submitted it to WWF and WWF has approved the registration by activating the profile. Registration will only be approved if the conditions of participation are met (cf. No. 2 GTC), the expert validation (cf. No. 2 GTC) is positive and, if the expert qualifies as self-employed, he or she provides proof of self-employment within a reasonable period of time (AHV proof). Whether or not to grant permission is at WWF's sole discretion. Even if the criteria set out in this paragraph are met, experts are not entitled to the approval of the application and thus to the conclusion of an agreement.

The duration of agreement is indefinite.

3. Contractually owed performance and due diligence of Experts

The expert provides his service in the form of expert sessions, which can be booked by portal users via the Portal. The different types of expert sessions are defined in the GTC.

The expert adheres to the Code of Conduct and provides his services with the necessary duty of care and at least in accordance with the industry's customary quality standards and sustainability criteria. WWF can check the quality of the services in an appropriate form, e.g. through portal user feedback, and can take appropriate



measures in the event of unsatisfactory performance (e.g. admonition of the expert or termination of the agreement).

The scope of the services depends on the availability of the expert and the number of bookings made by portal users. Bookings are made according to the demand of the portal users. There is no minimum number of bookings and, in particular, there is no entitlement of an expert to receive any bookings.

The expert's access data is not transferable; he has to provide his services in person. The access data must be kept secret in any case. In the event of disclosure to third parties, the expert must immediately change the access data and inform WWF. WWF is entitled to assume that the Expert has logged in himself when using the Expert's access data.

4. Usage Rights Experts

Experts are granted the simple, non-exclusive, non-transferable right to use the Portal as intended, limited to the duration of the Service Agreement. The intended use includes the provision of expert sessions for the areas communicated to WWF.

5. Remuneration

WWF will reimburse the expert for expert sessions in accordance with the following conditions:

- CHF 130 excl. VAT for bookings by start-ups and non-profit organisations on the standard booking page
- Bilaterally agreed price as part of a partnership model for bookings on an exclusive programme booking page ('branded space')
- The first session of 15 minutes is free of charge and the expert is not remunerated. Further free and unremunerated sessions can be optionally agreed with WWF (see section 4 of the GTC).

The expert is responsible for limiting the duration of the session to the period of time that has been booked in advance by the portal user. Subsequent billing of services due to excessively long session duration is excluded.

WWF reserves the right to charge a booking fee to the Portal Users. This fee will be charged to the Portal User by WWF in addition to the above remuneration rate.

Any travel expenses or other expenses will not be reimbursed. Work outside of the expert meetings is not covered by this agreement and will not be remunerated by WWF.

Expert meetings are remunerated on a semi-annual basis and are only referred after internal validation by WWF. WWF's payment to the Expert is subject to the provision that the Portal Users do not make any claims against WWF in connection with the services purchased (e.g. because they were not satisfied with the Expert's performance or the Expert was not available or not available for the entire duration of the booked Expert Session).

At the end of each half-year (e.g. June 2024, December 2024), the expert undertakes to submit and send to info@bookyourexpert.ch a consolidated account of all expert meetings held up to that date. The invoice must include the following billing address:

- Laurène Descamps, WWF Switzerland, Hohlstrasse 110, 8010 Zürich

All invoices must be issued to a company or a person recognized as self-employed.



6. Termination, Suspension

Either party may terminate the Agreement at any time and for any reason without notice. The expert may not terminate at an inopportune time (e.g. before an upcoming expert meeting). Upon termination of the contract, all claims to the use of the Portal expire.

The Expert may, in consultation with WWF, suspend and reactivate his participation at any time. The provisions of this agreement will continue to apply unchanged during the suspension (see GTC).

If an expert fails to perform one or more contractually agreed services in accordance with its obligations, WWF is entitled to temporarily suspend the expert.

7. No employment relationship

Nothing in this User Agreement shall be construed as an employment relationship.

8. Liability

WWF's liability arising from the contractual relationship between WWF and the Experts is excluded to the extent permitted by law. WWF is liable, regardless of the legal grounds, only for damages caused by gross negligence or intent and which are within its area of responsibility. WWF shall not be liable for any damage caused by an authorised assistant or a subcontractor selected and instructed with due care in the performance of his/her duties. Liability for indirect and consequential damages is excluded to the extent permitted by law.

The expert shall be liable to WWF for any damage caused by culpable breaches of contract.

The Expert shall indemnify WWF against all claims made by third parties against WWF in connection with the Expert's activities on the Portal. WWF is entitled to defend itself against claims by third parties and/or to conclude settlements with them and to invoice the expert for the corresponding expenses and expenses (e.g. court and lawyer's fees). To the extent reasonably necessary, the Expert shall provide WWF with all information that is helpful or necessary for WWF to respond to third-party claims.

9. Confidentiality

The Expert undertakes to keep confidential all information that is not publicly available or generally known to him in connection with this Agreement, in particular information collected from Portal Users during the Expert Meetings as well as the information on Portal Users that can be viewed on the Portal, during the term of the Agreement and beyond at least for as long as WWF or the Portal Users have an interest in confidentiality. The information may only be used for the purpose of executing this Agreement. The Expert shall immediately inform WWF of any actual or suspected breach of confidentiality and shall provide WWF with all reasonably necessary assistance.

10. Data security and data protection

The Expert guarantees to comply with the legal provisions on data protection and not to disclose the information received (directly or indirectly) to third parties. The Expert guarantees not to use this information for purposes other than those contracted.

The Expert's profile and account information may be changed, updated, deactivated, or deleted at any time, provided that it does not violate retention obligations.

Information on data processing by WWF and the associated data protection rights can be found in WWF's privacy policy [<https://www.wwf.ch/de/ueber-uns/datenschutzerklaerung>].



11. Amendment clause

Amendments, additions and/or the cancellation of this Agreement require the consent of both parties by appropriate electronic means in order to be legally effective. Changes to the GTC will be made in accordance with the mechanisms defined in the GTC.

12. Severability

If any term, condition or provision contained in the Agreement is found to be invalid or unenforceable, in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of the Agreement. The same applies if the contract does not contain an essential provision. In lieu of the invalid or unenforceable provision or to fill a loophole in the contract, the valid and enforceable provision that comes as close as possible to the economic intent of the parties that was pursued by the invalid, unenforceable provision or for which a provision was lacking, shall apply.

13. Applicable Law and Jurisdiction

This contract is governed by Swiss law. The ordinary courts in Zurich shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this contract.

With the electronic consent and thus the transmission of this offer, the expert confirms that he has received and accepted the GTC and the Code of Conduct as an integral part of this agreement. In the event of any inconsistency between this agreement and the translations, the German version shall prevail.

Appendixes

- General Terms & Conditions for "BookYourExpert"
- Code of conduct