



# GENERAL TERMS AND CONDITIONS

## OF RENDERING SERVICES

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### 1. AGREEMENT

- 1.1. The Kusunacht Practice AG, Zollikerstrasse 60, 8702 Zollikon, Switzerland ("The Kusunacht Practice") provides a range of addiction treatments and psychiatric services to its clients (each, the "Client").
- 1.2. These General Terms and Conditions of Rendering Services (the "General Terms and Conditions") form an integral part of the agreement for the provision of services (jointly, the "Agreement") concluded between The Kusunacht Practice and the Client (jointly, the "Parties").
- 1.3. The provisions of these General Terms and Conditions shall apply unless otherwise expressly agreed in writing.
- 1.4. Capitalized terms used in these General Terms and Conditions shall have the meaning assigned to them in Article 15 below.

### 2. SERVICES PROVIDED BY THE KUSNACHT PRACTICE TO THE CLIENT

- 2.1. The Agreement applies to all services stipulated between the Parties and finally determined in the personal treatment plan created in accordance with these General Terms and Conditions.
- 2.2. The Kusunacht Practice shall have the sole discretionary right to determine the scope of services rendered to the Client, based on an overall assessment of the Client's needs relating to the Client's disorder.
- 2.3. The Kusunacht Practice will carry out services with adequate and reasonable care.
- 2.4. The Kusunacht Practice does not guarantee, nor does it accept any obligation whatsoever to achieve any result from its treatment(s). In particular, any time schedule of a treatment agreed upon is provided for planning purposes only and shall not be deemed to constitute a legally binding deadline.

### 3. CONCLUSION OF THE AGREEMENT

- 3.1. The Client applies for services to The Kusunacht Practice by:
  - 3.1.1. filling out the application form:
    - (i) on The Kusunacht Practice's website; and/or
    - (ii) on paper and/or any other agreed upon form,containing, inter alia the Client's name, surname, date of birth, country of domicile, address, telephone and e-mail, description of disorder, as well as, if the Client deems it appropriate, the emergency contact details of persons who may be contacted by The Kusunacht Practice in the event of any emergency events (all "Client's Data"); and
  - 3.1.2. agreeing to these General Terms and Conditions by accepting them:
    - (i) on The Kusunacht Practice's website; and/or
    - (ii) on paper and/or any other agreed upon form.
- 3.2. The Kusunacht Practice shall have the sole discretionary right to accept or reject the Client's application.
- 3.3. If The Kusunacht Practice accepts the Client's application, The Kusunacht Practice will provide the Client (in the manner set forth in Article 3.4 below) with the specific terms of the Agreement (the "Specific Terms of Agreement")



containing, inter alia, the Client's Data (except for description of disorder) and additionally:

- 3.3.1. the type of treated disorder (subject to the results of the initial examination and subsequent modifications);
  - 3.3.2. the date of admission (the "Admission Date") for the initial examination and the name of the Hospital to which the Client shall be admitted for the initial examination;
  - 3.3.3. the initial period (in weeks) of treatment and a weekly treatment fee, i.e. a fixed fee charged by The Kusunacht Practice for each week of the Client's stay at The Kusunacht Practice, beginning on the Admission Date until the end of treatment (the "Weekly Treatment Fee");
  - 3.3.4. the initial period (in weeks) of Continuing Care and a weekly Continuing Care fee, i.e. a fixed fee charged by The Kusunacht Practice for each week of the Client's Continuing Care in accordance with Article 9.1 below (the "Weekly Continuing Care Fee");
  - 3.3.5. a Continuing Care fee, i.e. a fixed fee charged by The Kusunacht Practice for each 3 days Client's Continuing Care program in accordance with Article 9.2 below (the "Continuing Care Fee");
  - 3.3.6. a summary of fees and other amounts to be paid by the Client to The Kusunacht Practice, including:
    - (i) the Treatment Fee, which shall be calculated based on the initial period of treatment and the Weekly Treatment Fee as both provided for in the Specific Terms of Agreement;
    - (ii) the Continuing Care Fee, which shall be calculated based on the initial period of Continuing Care and the Weekly Continuing Care Fee as both provided for in the Specific Terms of Agreement; and
    - (iii) the Continuing Care Fee, i.e. a fee charged by The Kusunacht Practice for the first 3 days Continuing Care program;
  - 3.3.7. an overview of treatment (optional).
- 3.4. The Kusunacht Practice shall send, to the Client's e-mail, as indicated by the Client in the Client's Data:
- 3.4.1. the Specific Terms and Conditions; and
  - 3.4.2. an invoice (invoices) issued by The Kusunacht Practice to the Client providing for:
    - (i) the Treatment Fee, which includes:
      - a. a non-refundable CHF 103,000 reservation fee (the "Reservation Fee"); and
      - b. the remaining part of the Treatment Fee;
    - (ii) the Continuing Care Fee
    - (iii) the deposit for additional services (as referred to in Article 10)
- 3.5. In order to secure the Admission Date as provided for in the Specific Terms of Agreement:
- 3.5.1. if the invoice is issued by The Kusunacht Practice in accordance with Article 3.4.2 above not later than 1 month prior to the Admission Date, the Client shall pay the Reservation Fee within 3 Business Days following receipt of the invoice(s); or
  - 3.5.2. if the invoice is issued by The Kusunacht Practice in accordance with Article 3.4.2 above later than 1 month prior to the Admission Date, the Client shall pay all amounts provided for in the invoice(s) (including the entire Treatment Fee, the Continuing Care Fee and the Continuing Care Fee) within 3 Business Days following receipt of the invoice; otherwise the offer of the Specific Terms of Agreement shall cease to be binding unless The Kusunacht Practice, at its sole discretion, decides otherwise. In particular, The Kusunacht Practice may at its sole discretion change the Admission Date.
- 3.6. In the case referred to in Article 3.5.1 above (i.e. if the invoice is issued by The Kusunacht Practice in accordance with Article 3.4.2 above not later than 1 month prior to the Admission Date), all other fees and amounts provided for in the invoice(s) issued in accordance with Article 3.4.2 above (including the remaining part of the Treatment Fee, the Continuing Care Fee and the Continuing Care Fee) shall be paid by the Client no later than seven Business Days before the Admission Date, failing which The Kusunacht Practice shall have the right, at its sole discretion, to unilaterally terminate the Agreement or to change the Admission Date.



- 3.7. The Specific Terms of Agreement shall be deemed to be accepted by the Client and the Agreement between the Client and The Kusunacht Practice shall be concluded, on the terms and conditions provided for in the Specific Terms of Agreement and these General Terms and Conditions, when the first of the following occurs:
- 3.7.1. the Client pays at least the non-refundable Reservation Fee to The Kusunacht Practice; it being understood that the first CHF 103,000 of any fees paid by the Client shall be deemed to constitute payment of the Reservation Fee regardless of how such payment may have been described by the Client;
  - 3.7.2. the Client appears for admission at the previously agreed pickup location on the Admission Date or such other date as further agreed by the Parties; usually Clients are received by a driver, treatment coordinator and designated counsellor at an agreed location, e.g. a hotel, airport or residency;
  - 3.7.3. the Client signs the Specific Terms of Agreement; and/or
  - 3.7.4. the Client signs the informed consent form referred to in Article 4.3 below.

#### 4. TREATMENT

- 4.1. The Client shall appear for the initial examination at the Admission Date at the Hospital or other agreed pickup location indicated in the Specific Terms of Agreement:
- 4.1.1. the initial examination usually lasts between 1 and 3 days;
  - 4.1.2. during the initial examination, the Client shall undergo the following (but not limited to the following) procedures:
    - (i) observation of vital signs;
    - (ii) measurement of resting and 24-hour blood pressure;
    - (iii) resting and 24-hour ECG (electrocardiogram);
    - (iv) stress ECG (electrocardiogram);
    - (v) full blood analysis;
    - (vi) metabolic functions such as renal function, electrolytes and diabetes – screening;
    - (vii) urine analysis including toxic screening;
    - (viii) examination of coronary and circulatory function as well as risk factors;
    - (ix) abdomen / liver sonography;
    - (x) Body - Mass - Index (BMI);
    - (xi) endocrinological check-up of the thyroid gland;
    - (xii) lung function analysis;
    - (xiii) ultrasound;
    - (xiv) prostate – screening; and
    - (xv) detoxification treatment and the adjustment of existing prescriptions and therapies, however, The Kusunacht Practice shall have the sole discretionary right to determine the scope of the above procedures.
- 4.2. Based on the results of the initial examination:
- 4.2.1. The Kusunacht Practice may decide to discontinue the treatment program with the Client. In such an event, The Kusunacht Practice shall have the right, at its sole discretion, to unilaterally terminate the Agreement, and the provisions of Article 7.3.2 below shall apply; or
  - 4.2.2. The Kusunacht Practice may decide to accept the Client for treatment, in which case the remaining provisions of this Article 4 shall apply.
- 4.3. A personal treatment plan is created by The Kusunacht Practice and the Client signs the respective informed



consent form; if the Client does not sign the informed consent form, the Kusnacht Practice shall have the right, at its sole discretion, to unilaterally terminate the Agreement, in which case the provisions of Article 7.3.2 shall apply.

- 4.4. The Client is moved to the residence indicated in the personal treatment plan and treatment is commenced in accordance with the personal treatment plan.
- 4.5. The personal treatment plan may be adjusted at any time by The Kusnacht Practice if this is deemed appropriate according to the assessment of the Client's condition and needs. Such adjustments do not require any consent of the Client; however:
  - 4.5.1. the treatment plan will be reviewed with the Client and the Client's input is welcome and will be accommodated when possible, provided that this does not interfere with the treatment program and the Client's progress; and
  - 4.5.2. the Client may be requested to sign an amended informed consent form; If the Client does not sign the amended informed consent form, the Kusnacht Practice shall have the right, at its sole discretion, to unilaterally terminate the Agreement, in which case the provisions of Article 7.3.2 below shall apply.
- 4.6. The Kusnacht Practice may exchange the professionals treating the Clients at any time and at its sole discretion, taking into account:
  - 4.6.1. the condition and needs of the Client;
  - 4.6.2. the needs of The Kusnacht Practice; and/or
  - 4.6.3. any events beyond the control of the Parties.

## 5. CLIENT COOPERATION

- 5.1. For your own safety your bags will get unpacked and checked upon arrival by a member of the Kusnacht Practice team.
- 5.2. In week one all assessments will be carried out and an initial treatment plan will be agreed and the schedule will be adjusted to support you in achieving your treatment goals.
- 5.3. After week one and completed assessments we will present you with the 2nd week program schedule. This schedule will be reviewed with you and your input is welcome and will be accommodated when possible provided it does not interfere with your program and your progress toward your treatment goals.
- 5.4. Each week you will have a Treatment Plan Review with a member of the Medical Team to review progress on your treatment goals.
- 5.5. Each week you will have a Care Plan Review with a member of the Client Experience Team to discuss the schedule and treatment experience as a whole. This is an opportunity for you to voice any concerns you have about your care, and to discuss what is working well for you.
- 5.6. Once the schedules have been agreed on we expect you to participate on time. Punctuality is vital if you want to obtain the maximum benefit of your time here. Any changes would need to be negotiated with your live-in counsellor and we would not agree to changes that might impede your progress.
- 5.7. All clients must refrain from using alcohol, any illicit drugs or unprescribed medication.
- 5.8. There is a NO SMOKING policy at the Kusnacht Practice that includes inside the accommodation and the limousines. Smoking at the villa is allowed in the outside seating areas ONLY.
- 5.9. The use of mobile phones and computers is restricted. We do not allow phones to be used during sessions, or for sessions to be delayed or impeded in any way by phone use. If your mobile phone or computer use is having a negative impact on your treatment we reserve the right to limit the use of it
- 5.10. You are expected to dress appropriately at all times.
- 5.11. Stimulant drinks e.g. Red Bull are not to be consumed while you are here.
- 5.12. All clients are expected to eat according to the meal plans developed with the BioR team. Exceptions can be



made to this under religious grounds, e.g. clients observing Ramadan

- 5.13. You are expected to treat staff, as you would expect to be treated yourself. Aggressive or intimidating behaviour will not be tolerated.
- 5.14. Leisure time will be planned with you by our Concierge Team, and subject to approval of your treating team
- 5.15. You will have access to written reports; notes and files can be provided if requested in writing and only after you have finished your program.
- 5.16. All medication needs to be checked in at admission and any medication deemed unnecessary by the Medical Team for your care will be destroyed.
- 5.17. Any failure on the part of the Client to cooperate with The Kusnacht Practice:
  - 5.17.1. may preclude The Kusnacht Practice from performing its services hereunder;
  - 5.17.2. may cause additional work to The Kusnacht Practice in the performance of its services;
  - 5.17.3. may entail other adverse consequences; and/or
  - 5.17.4. shall result in the Client's obligation to bear the consequences of any failure to cooperate with The Kusnacht Practice. In particular, the Client shall be required to compensate The Kusnacht Practice for all additional work and loss caused to The Kusnacht Practice.

## 6. FEES AND INVOICING

- 6.1. The Client shall pay the Weekly Treatment Fee as specified in the Specific Terms of Agreement for each week of the Client's stay at The Kusnacht Practice, beginning on the Admission Date (the "Treatment Fee"); the Treatment Fee covers all of The Kusnacht Practice's costs and expenses for rendering services to the Client (excluding other persons, such as the Client's family members, friends and/or associates) in accordance with the personal treatment plan relating to medical treatments, psychiatric services, accommodation, sports and recreational services, butler, chef and chauffeur services, food and beverages. The Client understands and agrees that The Kusnacht Practice may work together with and involve external client-related parties (such as medical staff, consulting psychiatrists or others) in treatment of the Client. Payment of such services provided by external client-related parties will be included and are part of the Treatment Fee. The Treatment Fee is payable as follows:
  - 6.1.1. the Treatment Fee is payable in accordance with Articles 3.4 - 3.6 above;
  - 6.1.2. the cost of the initial examination at the Hospital, for a period up to 3 days, in the amount of CHF 15,000 (the "Examination Fee"), is included in the remaining part of the Treatment Fee referred to in Article 3.4.2.(i). (b) above. In the event that the initial examination at the Hospital lasts longer than 3 days, the Client shall pay to The Kusnacht Practice an additional examination fee of CHF 5,000 per additional day (such additional amounts shall also be called the Examination Fee); and
  - 6.1.3. if the length of treatment at The Kusnacht Practice exceeds the preliminarily estimate contained in the Specific Terms of Agreement and, as a result, an additional Treatment Fee is due from the Client, such additional Treatment Fee (i.e. the Weekly Treatment Fee multiplied by the number of additional weeks of treatment) shall be paid by the Client not later than 7 days prior to the end of the initial period of treatment.
- 6.2. The Client shall pay the Weekly Continuing Care Fee for each week of Continuing Care (the "Continuing Care Fee"); the Continuing Care Fee is payable as follows:
  - 6.2.1. the Continuing Care Fee indicated in the Specific Terms of Agreement is payable in accordance with Articles 3.4 - 3.6 above; and
  - 6.2.2. if the length of Continuing Care exceeds the preliminarily estimate contained in the Specific Terms of Agreement and, as a result, an additional Continuing Care Fee is due from the Client, such additional Continuing Care Fee (i.e. the Weekly Continuing Care Fee multiplied by the number of additional weeks of Continuing Care) shall be paid by the Client not later than 7 days prior to the end of the initial Continuing Care.
- 6.3. The Client shall pay:



- 6.3.1. the Continuing Care Fee for the first Continuing Care in accordance with Articles 3.4 – 3.6 above; and
- 6.3.2. further Continuing Care Fees for each further Continuing Care 3 days program agreed between The Kusunacht Practice and the Client, if any, not later than 7 days prior to the commencement of each such further Continuing Care program.
- 6.4. Additional costs shall be charged separately according to Articles 5, 8, 9 and 10 below.
- 6.5. All payments shall be made online:
  - 6.5.1. by wire transfer to The Kusunacht Practice's bank account indicated in the relevant invoice(s); and/or
  - 6.5.2. by credit card via the web application provided on The Kusunacht Practice's webpage (in which case the Client shall additionally pay the administration charge imposed by The Kusunacht Practice).
- 6.6. If any fees remain unpaid by the relevant due date(s), The Kusunacht Practice may, at its sole discretion:
  - 6.6.1. reject the Client and/or stop the treatment program if the Client fails to pay all outstanding fees within a short additional deadline set by The Kusunacht Practice; and/or
  - 6.6.2. continue the program and impose interest at a rate of 10% p.a. on any unpaid amounts.
- 6.7. All amounts provided for in these General Terms and Conditions are net of transaction taxes, in particular net of Swiss Value Added Tax (VAT). In the event that any transaction taxes apply or become due in the future pursuant to any Governmental Entity decision, the Client shall be obliged to make such additional payments as to cover the amount of such taxes.
- 6.8. The Parties shall only be entitled to enforce any right of set-off against undisputed or non-appealable claims. However, The Kusunacht Practice shall have a right to retain any amounts paid by the Client in order to cover any claims (whether due or not) of The Kusunacht Practice against the Client in the event of the early termination of the Agreement for any reason.
- 6.9. In any case when The Kusunacht Practice receives any payment from a third party (other than the Client) but the surrounding circumstances indicate that such payment was made on behalf/account of the Client, The Kusunacht Practice shall be entitled to retain such payment and the Client shall guarantee that the actual payer shall not have any claims against The Kusunacht Practice related thereto (i.e. the Client shall hold The Kusunacht Practice harmless in the event of any such claim).

## 7. TERMINATION

- 7.1. The Client may terminate the treatment and/or the Agreement at any time; it being understood that termination of the treatment by the Client shall be deemed as termination of the Agreement by the Client.
- 7.2. The Kusunacht Practice may terminate the Agreement at any time:
  - 7.2.1. in the event of a violation of the Agreement by the Client;
  - 7.2.2. when the Client has no capacity to be treated; and/or
  - 7.2.3. in all other cases provided for in these General Terms and Conditions, unless the Client is in urgent need of medical assistance which cannot otherwise be provided.
- 7.3. If:
  - 7.3.1. upon payment by the Client of the non-refundable Reservation Fee, the Agreement is terminated prior to the Admission Date due to the Client's failure to pay, by the relevant due date(s), any fees and amounts provided for in the Agreement (including the Treatment Fee, the Continuing Care Fee and/or the Continuing Care Fee), the CHF 103,000 Reservation Fee shall be retained or charged to the client by The Kusunacht Practice as compensation for expenses and services rendered (i.e. such fees shall not be refundable to the Client) and all other fees shall be refunded to the Client;
  - 7.3.2. the Agreement is terminated by The Kusunacht Practice:
    - a. following the initial examination at the Hospital in accordance with Article 4.2.1 above;



- b. if the Client does not sign the informed consent form in accordance with Article 4.3 and/or 4.5 above;
  - c. when the Client has no capacity to be treated in accordance with Article 7.2.2 above; or
  - d. due to the medical condition of the Client in accordance with Article 8.1.3 below, then:
    - (i) the Examination Fee; and
    - (ii) the Weekly Treatment Fee for each started week beginning from the Admission Date until the actual date of termination plus one Weekly Treatment Fee (for a full additional week of treatment); and
    - (iii) additional costs incurred by The Kusunacht Practice in accordance with Articles 5, 8, 9 and 10 hereof
- shall be retained by The Kusunacht Practice as compensation for expenses and services rendered (i.e. such fees shall not be refundable to the Client) and all other fees shall be refunded to the Client;

7.3.3. is terminated by the Client in accordance with Article 7.1 above more than 7 days prior to the end of treatment at The Kusunacht Practice, then:

- (i) the Examination Fee;
  - (ii) the Weekly Treatment Fee for each started week beginning from the Admission Date until the actual date of termination plus one Weekly Treatment Fee (for a full additional week of treatment); and
  - (iii) additional costs incurred by The Kusunacht Practice in accordance with Articles 5, 8, 9 and 10 hereof
- shall be retained by The Kusunacht Practice as compensation for expenses, services rendered and further loss (i.e. such fees shall not be refundable to the Client) and all other fees shall be refunded to the Client; and/or

7.3.4. is terminated in cases other than those provided for in Articles 7.3.1 – 7.3.3 above, in particular:

- (i) by the Client in accordance with Article 7.1 above with 7 or fewer days until the end of treatment at The Kusunacht Practice; or
- (ii) The Kusunacht Practice in the event of a violation of the Agreement by the Client in accordance with Article 7.2 above,

then all fees and costs shall be retained by The Kusunacht Practice as compensation for expenses, services rendered and further loss (i.e. such fees shall not be refundable to the Client).

7.4. In the event that any fees and/or costs shall be retained by The Kusunacht Practice in accordance with Article 7.3 above, but such fees have not, at the relevant time, been paid yet by the Client to The Kusunacht Practice, the latter shall retain the right to claim payment thereof by the Client.

## 8. ADDITIONAL SERVICES FUND

8.1. Prior to the Admission Date the Client shall pay The Kusunacht Practice a deposit payment of CHF 25,000 for any additional medical needs and other services provided by The Kusunacht Practice not related directly to the treatment of the Client's disorder provided for in Article 3.3.1 above and not included in the Treatment Fee. If requested, at sole discretionary opinion of The Kusunacht Practice, the Client shall immediately, however not later than within seven days, pay an additional deposit payment. The Kusunacht Practice shall be entitled to settle any deposit payments of the Clients against any receivables of The Kusunacht Practice vis-à-vis the Client and the remaining part, if any, shall be released to the Client immediately upon final settlement of all Client's obligations to The Kusunacht Practice or the remaining balance transferred to the Continuing Care programme.

8.2. If the medical condition of the Client, at sole discretionary opinion of The Kusunacht Practice, requires that the Client stays in medical care during or after termination of the treatment by The Kusunacht Practice:

8.2.1. the Client hereby agrees to be transferred to and treated by a Hospital or, if deemed more appropriate by The Kusunacht Practice, by another medical institution;

8.2.2. the Client shall be solely responsible for any and all costs of such medical treatment and The Kusunacht Practice will not bear any such costs; and



8.2.3. The Kusunacht Practice shall have the right, at its sole discretion, to unilaterally terminate the Agreement.

### 9. CONTINUING CARE

- 9.1. In consideration of the Continuing Care Fee, the Kusunacht Practice carries out Continuing Care services which are designed to assist its psychiatric and addiction Clients, and any Clients that are referred to The Kusunacht Practice by other treatment facilities, to continue their recovery, maintain their sobriety and live meaningful lives ("Continuing Care"):
- 9.1.1. this includes a mentor program, daily/weekly telephone contact and regular face-to-face meetings with counsellor during return visits to The Kusunacht Practice;
  - 9.1.2. mentoring normally involves the Client's primary counsellor returning home with them and living with them for a period between a few days and several months;
  - 9.1.3. the mentor assists the Client in establishing a recovery program, adapting their lifestyle to their program and working through problems that arise soon after the completion of primary treatment; and
  - 9.1.4. the Continuing Care Fee does not cover any costs of accommodation, flight, transportation and all basic living expenses of members of The Kusunacht Practice team as well as any Client costs borne during the Continuing Care, which shall be borne separately by the Client.
- 9.2. The Kusunacht Practice carries out additional Continuing Care programs to support clients for at least 12 months following discharge from residential treatment.

### 10. ADDITIONAL SERVICES AND EXPENSES

- 10.1. The Client is obliged to cover all costs of services and expenses which are not included in the services described in the Client's personal treatment plan, such as:
- 10.1.1. expenses for services to other persons, such as family members, friends and/or associates;
  - 10.1.2. accommodation other than the residence described in the personal treatment plan, personal shopping, recreational activities, etc.
  - 10.1.3. expenses for pets accompanying clients in their residential treatment.

### 11. CONFIDENTIALITY AND MEDICAL FILES

- 11.1. The Client agrees that The Kusunacht Practice may generate, use and save personal information in the Client's medical files.
- 11.2. Neither Party may disclose the existence of a contractual relationship between the Parties nor the content of the Agreement itself to third parties, subject to the remaining provisions of this Article 11.
- 11.3. Confidential information includes all information relating to the Client, directly or indirectly disclosed to The Kusunacht Practice, to any of The Kusunacht Practice's team or affiliates or representatives, whether in written, oral, visual, electronic or any other form, including but not limited to the Client's medical files, documents, correspondence, photographs, information regarding one or more of the Client's family members, friends or associates and the content of the Agreement. Confidential Information shall exclude information which is in the public domain at the time of disclosure, or which has entered into the public domain through no fault of The Kusunacht Practice, its affiliates or any of its staff or representatives.
- 11.4. The Kusunacht Practice shall use the confidential information solely for the purpose of the treatment of the Client at The Kusunacht Practice and/or at a Hospital (including in cases referred to in Article 8 above) and not for any other purpose, whether presently or in the future.
- 11.5. The Kusunacht Practice shall keep all confidential information secret and confidential and shall not disclose it to anyone except:





- 11.5.1. to those of The Kusunacht Practice's and/or Hospital's staff, affiliates or representatives who need to know such to advise in relation to the treatment of the Client;
  - 11.5.2. with respect to the condition of the Client, to the Client's spouse, parents and adult children, unless the Client explicitly withdraws such consent in writing;
  - 11.5.3. to any other person to whom the Client may authorise The Kusunacht Practice to disclose such confidential information, whether inside or outside of Switzerland; and
  - 11.5.4. to persons whose emergency contact details, if any, are provided by the Client (in the Client's Data or otherwise), who may be contacted by The Kusunacht Practice in the event of an emergency.
- 11.6. Notwithstanding the above provisions of this Article 11, The Kusunacht Practice shall be entitled to disclose information and data by reason of:
- 11.6.1. any statutory or regulatory obligation;
  - 11.6.2. any decision of a Governmental Entity;
  - 11.6.3. obligations towards regulatory authorities and professional bodies;
  - 11.6.4. the need to safeguard its interests in relation to its insurers and legal advisors.
- 11.7. The Kusunacht Practice shall advise its staff, representatives and affiliates, and any other person to whom the Client may authorise The Kusunacht Practice in writing to disclose Confidential Information, of the confidential nature of the confidential information and request that each such recipient (unless subject to an equivalent confidentiality obligation pursuant to applicable laws and regulations) executes a non-disclosure undertaking prior to receiving any confidential information.
- 11.8. The Client shall have access to written reports, notes and files once the treatment is finished. The Kusunacht Practice will provide the Client with a complete set of the Client's medical files. The provisions of this Article 11.8 shall not restrict The Kusunacht Practice from keeping copies of any notes, memoranda, documents, photographs, recordings, records and correspondence for medical purposes in accordance with relevant Swiss laws and/or to evidence the services provided to the Client.

## 12. LIABILITY

- 12.1. In the event of any breach of the Agreement by The Kusunacht Practice, The Kusunacht Practice shall:
- 12.1.1. be liable for substantiated direct damage caused deliberately;
  - 12.1.2. be liable for substantiated direct damage caused by gross negligence, up to a maximum value of the amounts actually received in Treatment Fees from the Client;
  - 12.1.3. not be liable in the case of non-gross negligence; and
  - 12.1.4. not be liable, in any case, for any damage caused by a Hospital or any other hospital or medical institution to which The Kusunacht Practice refers the Client or by its affiliates and staff, in particular during the initial examination and/or in the cases referred to in Article 8 above.
- 12.2. The Kusunacht Practice expressly excludes any further liability under the Agreement or on any other legal grounds to the fullest extent permitted by law.
- 12.3. The Client shall indemnify The Kusunacht Practice for any loss or damage suffered as a result of any third-party claim arising out of or in connection with the Agreement.
- 12.4. By agreeing to these General Terms and Conditions in accordance with Article 3.1.2 above:
- 12.4.1. The Client acknowledges that the Client has voluntarily agreed to participate in the treatment program explained to the Client by The Kusunacht Practice, which includes the following activities: medical and psychiatric assessment, psycho-education, counselling, psychotherapy, trauma therapy, yoga, personal training, reflexology, massage, acupuncture, family education, nutritional and lifestyle assessment, laboratory testing, spiritual counselling and guidance.



- 12.4.2. The Client is aware that these activities are well-planned and professionally conducted with the utmost care, knowledge and precaution. However, the treatment depends heavily upon honesty and cooperation. Accordingly, in the event that the Client hides or obscures information, or takes drugs without telling staff beforehand or afterwards, severe complications can occur. In particular, the Client may suffer from seizures, falls, cardiovascular complications, injuries and even death. THE CLIENT AGREES TO ASSUME ALL RISKS OF MEDICAL COMPLICATIONS, BODILY INJURY, DEATH AND PROPERTY DAMAGE, WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN.
- 12.4.3. The Client also agrees not to harm themselves while in the program, not to engage in dangerous behaviour and not to alert public attention or behave in a way that will arouse public attention to their presence at, association with or treatment by The Kusnacht Practice.
- 12.4.4. The Kusnacht Practice and any affiliated organization, their respective directors, officers, employees, volunteers, agents, contractors, and representatives, to the extent permitted by law and these General Terms and Conditions, disclaim any responsibility from any and all actions, claims, or demands that the Client, their assignees, heirs, distributes, guardians, next of kin, spouse and/or legal representatives now have, or may have in the future, for any injury, death or property damage, related to their participation in the treatment program, or any other act related to the treatment program. Any and all liability is excluded to the extent permitted by law and these General Terms and Conditions. The Kusnacht Practice shall not be liable for economic success, lost profits, indirect or other consequential, exemplary, incidental or punitive damages and claims of third parties.
- 12.4.5. The Client agrees:
- (i) to hold The Kusnacht Practice fully harmless against any claim and/or lawsuit that may be initiated in the future by the Client beyond the scope of responsibility assumed by The Kusnacht Practice in these General Terms and Conditions; and
  - (ii) that the Client, their assignees, heirs, distributes, guardians, next of kin, spouse and/or legal representatives will not initiate any claim against or sue The Kusnacht Practice for any lawful action which took place during and/or after the treatment duration beyond the scope of responsibility assumed by The Kusnacht Practice in these General Terms and Conditions.
- 12.4.6. THE CLIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AGREEMENT BETWEEN THE KUSNACHT PRACTICE AND THE CLIENT AND EVERYONE WORKING FOR OR WITH THE PARTIES.

### 13. GENERAL PROVISIONS

- 13.1. No alteration or variation to the Agreement shall be effective unless the Parties hereto have duly given their legally valid, written consent.
- 13.2. The rights and obligations of the Client under the Agreement may not be assigned or otherwise transferred in whole or in part to any third party without the prior written consent of The Kusnacht Practice.
- 13.3. The Parties shall be entitled to communicate with one another and to transfer data by electronic means when concluding the Agreement and throughout the duration of the Agreement. Both Parties shall be responsible for their own electronic communications and shall take reasonable measures to ensure that any such communications are secure and error-free, using the latest technology. To the fullest extent permitted by law, the Parties hereto disclaim all liability for any loss or damage that may be caused as a result of sending information electronically.
- 13.4. If any provision of the Agreement is held to be invalid, unlawful or unenforceable, the remaining provisions of the Agreement will remain enforceable, and the invalid, unlawful or unenforceable provision will be deemed modified so that it is valid, lawful and enforceable to the maximum extent permitted by law.
- 13.5. The Kusnacht Practice reserves the right to make amendments to, revise or replace these General Terms and Conditions at any time. These Terms and Conditions are binding as of 1 November 2015. Any revisions will enter into force with regard to the Client as soon as he has been notified about this in writing.

### 14. JURISDICTION AND GOVERNING LAW



- 14.1. The Agreement, including these General Terms and Conditions, are governed by and construed in accordance with the substantive laws of Switzerland, irrespective of the rules of Swiss private international law.
- 14.2. Any dispute, controversy or claim arising out of, in connection with or relating to the Agreement, including these General Terms and Conditions, shall be submitted to the exclusive jurisdiction of the courts of Meilen, Switzerland.

## 15. DEFINITIONS

As used in these General Terms and Conditions in capitalized form, the following terms shall have the following meaning:

**"Admission Date"** shall have the meaning pursuant to Article 3.3.2 above.

**"Continuing Care Fee"** shall have the meaning pursuant to Article 6.2 above.

**"Continuing Care"** shall have the meaning pursuant to Article 9.1 above.

**"Agreement"** shall have the meaning pursuant to Article 1.2 above, including all of its annexes and related documents, including these General Terms and Conditions.

**"Business Day"** shall mean any day that is a trading day at the SIX Swiss Exchange.

**"CHF"** shall mean Swiss Francs, being the lawful currency of Switzerland.

**"Client"** shall have the meaning pursuant to Article 1.1 above; for the avoidance of doubts, that term is also used to describe a person being a prospective Client of The Kusunacht Practice, in particular in the process of conclusion of the Agreement in accordance with Article 3 above.

**"Client's Data"** shall have the meaning pursuant to Article 3.1.1 above.

**"Continuing Care"** shall have the meaning pursuant to Article 9.2 above.

**"Continuing Care Fee"** shall have the meaning pursuant to Article 3.3.5 above.

**"Examination Fee"** shall have the meaning pursuant to Article 6.1.2 above.

**"General Terms and Conditions"** shall have the meaning pursuant to Article 1.2, including its amendments made in accordance with Article 13.4 above.

**"Governmental Entity"** shall mean any foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other body or agency, or any political or other subdivision, department or branch of any of the foregoing which has or claims to have competent jurisdiction over the relevant persons or their business, property, assets or operations.

**"Hospital"** shall mean a Swiss hospital, such as Spital Männedorf AG, Asylstrasse 10, 8708 Männedorf, Switzerland.

**"Parties"** shall have the meaning pursuant to Article 1.2 above, a "Party" shall mean any of The Kusunacht Practice and the Client.

**"Reservation Fee"** shall have the meaning pursuant to Article 3.4.2 above.

**"Specific Terms of Agreement"** shall have the meaning pursuant to Article 3.3 above.

**"Treatment Fee"** shall have the meaning pursuant to Article 6.1 above.

**"The Kusunacht Practice"** shall have the meaning pursuant to Article 1.1 above.

**"Weekly Continuing Care Fee"** shall have the meaning pursuant to Article 3.3.4 above.

**"Weekly Treatment Fee"** shall have the meaning pursuant to Article 3.3.3 above.

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BY AGREEING TO THESE GENERAL TERMS AND CONDITIONS IN ACCORDANCE WITH ARTICLE 3.1.2 ABOVE, THE CLIENT CONFIRMS THAT HE/SHE HAS CAREFULLY READ THEM AND FULLY UNDERSTANDS THE CONTENTS THEREOF.



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BY AGREEING TO THESE GENERAL TERMS AND CONDITIONS IN ACCORDANCE WITH ARTICLE 3.1.2 ABOVE, THE CLIENT CONFIRMS THAT HE/SHE HAS CAREFULLY READ THEM AND FULLY UNDERSTANDS THE CONTENTS THEREOF.