



CONTRACTUAL DOCUMENT

General terms and fee schedule

Operational resilience, crisis management and business continuity for SMEs, mid-caps and independent professionals.

VERSION

1.0

EFFECTIVE AS OF

29 July 2026

ISSUED BY

Beyond Disruption —
Daryl J. Felix

REGISTERED IN

Canton of Vaud,
Switzerland

Beyond Disruption — Beyond the Crisis!

01

Introduction

Who we are

Beyond Disruption is a sole proprietorship led by Daryl J. Felix, registered in the canton of Vaud, Switzerland. Its practice is dedicated to operational resilience: crisis management, business continuity and preparing organisations for major disruptions — health-related, geopolitical, technological or reputational.

This practice draws on more than 35 years of professional experience, a large part of it devoted to operational resilience and crisis management within a Geneva private bank, in an international, multi-jurisdiction context and before several regulators. It is complemented by the ISO 22301 Lead Implementer certification (2016) and a Machine Learning diploma from EPFL (2021).

Our services

Beyond Disruption works with SMEs, mid-caps and independent professionals that do not have the internal resources of a large group. Three formats structure the offering:

- 01 — Talks. Building awareness among teams and executives of the essential crisis management reflexes. Duration: 1 to 2 hours. This service is free of charge (see section 03).
- 02 — Diagnostic workshop. Assessing the organisation's actual situation, testing it through simulation and delivering clear, actionable priorities. Duration: 1 to 3 days.
- 03 — Structuring engagement. Building a complete crisis management framework — governance, procedures, roles, response sheets — testing it through a full-scale exercise, then maintaining it over time. Duration: multi-month engagement with regular follow-up.

Purpose of this document

This document sets out the general terms and conditions applicable to all Beyond Disruption services, together with the fee schedule and travel expenses in force. It forms an integral part of every quotation, engagement confirmation or contract entered into with the client, unless otherwise agreed in writing and signed by both parties.

02

General terms and conditions

2.1 Scope and formation of the contract

These general terms and conditions apply to any service provided by Beyond Disruption, in whatever form (talk, workshop, engagement, ad hoc advice). The contract is deemed concluded as soon as the client accepts the quotation in writing, including by email. Any purchasing terms of the client that depart from these conditions require the prior written consent of Beyond Disruption.

2.2 Personal data protection

Beyond Disruption processes personal data in compliance with the Swiss Federal Act on Data Protection (revFADP/nLPD, RS 235.1), which entered into force on 1 September 2023, and its implementing ordinance (DPO)¹. Where processing falls within the territorial scope of the European General Data Protection Regulation (GDPR, Regulation (EU) 2016/679, applicable since 25 May 2018), the requirements

of that regulation are also observed^{2, 3}.

The following principles apply to every engagement:

- Purpose and minimisation. Only the data required to carry out the engagement is collected and processed, for the purposes agreed with the client and for those purposes only.
- Transparency. On request, the client is informed of the nature of the data processed, its purpose, its retention period and any recipients.
- Security. Appropriate technical and organisational measures are implemented — encryption of storage media, access control, backups, segregation of client files — to protect data against unauthorised access, loss or disclosure.
- Limited retention. Data is retained for the duration of the engagement, then for the statutory retention period applicable to accounting and contractual records. It is then deleted or anonymised.
- Sub-processing. No sub-processor is involved in an engagement without prior notice to the client. Where applicable, the sub-processor is bound by data protection and confidentiality obligations at least equivalent to those set out in this document.
- Cross-border transfers. Data is transferred outside Switzerland or the European Economic Area only to countries offering adequate protection, or subject to appropriate contractual safeguards.
- Data subject rights. Data subjects may exercise their rights of access, rectification, erasure, objection and portability at any time by writing to the contact address given at the end of this document.
- Data breaches. Any breach likely to result in a high risk to the data subjects is reported to the client as soon as possible and, where the law so requires, to the competent authority (the FDPIC in Switzerland).

REFERENCES

1. Swiss Confederation — Entry into force of the new Federal Act on Data Protection, 1 Sept. 2023 — <https://www.admin.ch/en/nsb?id=97592>
2. Regulation (EU) 2016/679 (GDPR) — full text, EUR-Lex — <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679>
3. SME Portal of the Swiss Confederation — EU data protection regulation — <https://www.kmu.admin.ch/kmu/fr/home/faits-et-tenances/digitalisation/protection-des-donnees/reglementation-ue-pour-la-protection-des-donnees.html>

2.3 Non-disclosure clause (NDA)

The confidentiality obligations set out below are mutual: they bind both Beyond Disruption and the client, each acting as disclosing party and as receiving party.

- Confidential information. All information exchanged in the context of the engagement is deemed confidential, in whatever form: risk analyses, process maps, identified vulnerabilities, continuity plans, crisis scenarios, financial, technical, commercial or personal data, as well as the existence and content of the engagement itself.
- Obligations of the receiving party. Not to disclose confidential information to third parties; to use it solely for the purposes of the engagement; to restrict access to those who need it and who are bound by equivalent confidentiality obligations; and to protect it with at least the same care as its own confidential information.
- Exclusions. The obligation does not apply to information that is or becomes public without breach of this undertaking, that was already lawfully known to the receiving party, that is lawfully communicated to it by a third party not bound by confidentiality, or that it develops independently.

- **Mandatory disclosure.** Where disclosure is required by law, an authority or a court order, the receiving party notifies the other party without delay, to the extent permitted by law, and limits disclosure to what is strictly necessary.
- **Duration.** Confidentiality obligations take effect from the first exchange of information and remain in force for five years after the end of the engagement. Information covered by professional or statutory secrecy remains protected without time limit.
- **Return and destruction.** At the end of the engagement, or on simple written request, the receiving party returns or destroys any media containing confidential information, subject to copies that must be retained under a legal obligation.
- **No licence granted.** The disclosure of confidential information grants no intellectual property right, licence or right of use beyond the engagement.
- **Client references.** Beyond Disruption does not name any client as a reference, publicly or privately, without that client's prior written consent.

2.4 Client obligations

The quality of the services depends directly on the quality of the information provided. The client undertakes to appoint a single point of contact, to grant timely access to the information, documents and people required, and to report any element likely to affect the analysis. Decisions regarding the organisation, investments and measures to be implemented remain the sole responsibility of the client.

2.5 Nature of the services and liability

Beyond Disruption performs its services with the care and diligence customary in its profession. This is a best-efforts obligation: no particular outcome is guaranteed, and no service can guarantee the absence of an incident, business interruption or crisis. Beyond Disruption's liability is limited to direct damage caused by gross negligence or wilful misconduct, up to the amount of the fees actually invoiced for the engagement concerned. Any liability for indirect damage, loss of profit, loss of data or reputational harm is excluded to the extent permitted by Swiss law.

2.6 Invoicing and payment

Services are invoiced at the end of the engagement or, for multi-month engagements, monthly in arrears. Invoices are payable net within 30 days of their issue date, without discount. The rates set out in this document are stated inclusive of all taxes, in Swiss francs (CHF). In the event of late payment, default interest of 5% per annum is due by operation of law, in accordance with Swiss law.

2.7 Postponement and cancellation

- Postponement or cancellation notified more than 10 working days before the agreed date: free of charge.
- Between 10 and 5 working days before the agreed date: 50% of the agreed amount is invoiced.
- Less than 5 working days before the agreed date, or client no-show: 100% of the agreed amount is invoiced.
- Non-refundable expenses already incurred (travel, accommodation) are due in all cases.

2.8 Intellectual property

Deliverables handed over to the client (reports, priority matrices, plans, response sheets) may be used freely within the client's organisation. The methods, models, training material and tools proprietary to Beyond Disruption remain its exclusive property; their distribution to third parties or commercial exploitation requires prior written consent.

2.9 Governing law and jurisdiction

These general terms and conditions are governed by Swiss law, excluding conflict-of-law rules and the Vienna Convention on Contracts for the International Sale of Goods. The parties shall endeavour to settle any dispute amicably. Failing that, the exclusive place of jurisdiction is the canton of Vaud, Switzerland.

03

Fee schedule

The rates below are stated in Swiss francs, inclusive of all taxes, and exclude travel expenses (see section 04).

Billing basis	Rate (incl. taxes)	Billing details
Talk (01)	Free of charge	The 1 to 2-hour awareness talk is offered free of charge. Only any travel expenses are invoiced.
Hourly rate	CHF 146	Per hour of service, billed in 30-minute increments started.
Daily rate	CHF 1,100	For an 8-hour working day. Beyond that, the hourly rate applies.
Fixed fee	On quotation	Fixed amount agreed in advance for a defined subject and scope.

Fixed-fee engagements

Requests for a fixed fee are subject to a prior written quotation. The amount is estimated on the basis of the following three components:

- Preparation. Framing the need, collecting and analysing documentation, designing materials, building scenarios and method.
- Delivery on site. Actual intervention time: talk, workshop, interviews, simulation, exercise, steering meetings.
- Handover. Writing and formatting the deliverables, presenting them to the client, and adjustments following that presentation.

The quotation specifies the scope, the deliverables, the timetable and the fixed amount. Any additional service requested during the engagement and falling outside the agreed scope is subject to an addendum or invoiced at the hourly rate.

04

Travel expenses

Area	Travel expenses	Details
French-speaking Switzerland	Free of charge	No travel expenses are invoiced.
Rest of Switzerland	Standard mileage rate	The standard mileage rate in force applies (indicatively CHF 0.70/km) or, at the client's option, reimbursement of the first-class train ticket at actual cost.
International	On request	Travel, accommodation and incidental costs estimated in a prior quotation and invoiced at cost.

- Travel time is not invoiced, unless otherwise agreed in writing for long-distance or international travel.
- Travel, accommodation and meal expenses appear as a separate line on the invoice, with receipts available on request.
- Services delivered remotely (video conference) incur no travel expenses.

05

Conclusion

These general terms and conditions and the accompanying fee schedule are subject to change. Beyond Disruption reserves the right to amend them at any time, in particular in light of changes in costs, the regulatory framework or the scope of its services.

Clients are informed in writing of any amendment at least 30 days before it takes effect. The conditions applicable to an engagement are those in force on the date that engagement is confirmed in writing: a later amendment does not affect engagements already confirmed. The version in force of this document is provided on request and accompanies every quotation.

Should any provision of these conditions prove void or unenforceable, the remaining provisions shall remain fully in force; the provision concerned shall be replaced by a valid rule pursuing the same economic purpose.

CONTACT

Beyond Disruption — Daryl J. Felix
Operational resilience · Crisis management · Business continuity
Canton of Vaud / Geneva, Switzerland
daryl.felix@beyonddisruption.ch
beyonddisruption.ch