Contract for the chairman of a listed company: how to manage a conflict of interests?

A stock corporation whose board of directors is reduced to two members due to a dispute among shareholders cannot validly enter into a contract of mandate (director) and employment (manager) with the chairman of the board without violating the prohibition of self-contracting.

Bona fides in negotiating: how disingenuous can one be?

Swiss law provides for a special basis of liability for conduct contrary to the rules of good faith in the context of pre-contractual negotiations. The more unreasonable the position adopted by a negotiating party, the more difficult it is for that party to successfully claim that the other party who broke off the negotiation is liable.

Obligation of a contracting party to act against its own interests?

The general principle of good faith does not establish an ancillary obligation requiring the seller in a real estate transaction to act against his or her own interests or prevent the buyer from needing to pay tax on the sale.