

# TERMS AND CONDITIONS

## 1 General Provisions

The business relationship between CORNELIA TANZER GmbH (hereinafter referred to as the "Contractor") and its Clients shall be governed exclusively by the following General Terms and Conditions (GTC). Any deviating or supplementary terms and conditions of the Client shall only form part of the contract if their validity has been expressly agreed to in writing.

## 2 Scope

The Contractor's services are provided by CORNELIA TANZER GmbH and persons appointed by it. The nature, scope, objectives, duration, location and form of the respective services shall be agreed individually and set out in writing.

The services are offered exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law.

Unless expressly agreed otherwise, the Contractor does not guarantee any specific economic, personal or business success.

## 3 Prices, fees and expenses

All services to be provided and the agreed fees must be set out in writing as part of a quotation or an individual agreement. Any additional expenses and outlays incurred, in particular travel, accommodation and meal costs, shall be borne by the Client.

In doing so, the Contractor shall observe the principles of cost-effectiveness and reasonableness. Rail travel shall generally be booked in second class; air travel for flights of up to four hours in Economy Class; and hotel accommodation in appropriate business hotels up to the 4-star category, provided that suitable offers are available and economically reasonable. Travel by private car shall be charged at EUR 0.60 net per kilometre.

## 4 Terms of payment

Invoices and interim billing statements are due for payment without deduction within 14 days of receipt.

For projects of a longer duration or larger scope, the Contractor is entitled to invoice reasonable interim payments.

In the event of late payment, the statutory provisions on default, including statutory default interest, shall apply.

## 5 Client Cooperation Obligations

The Client is obliged to provide the information, documents and data required for the performance of the contract in full, correctly and in a timely manner. In particular, the Client shall specify the nature, scope, objectives and desired service dates for the provision of services in a binding manner. The Contractor must be notified immediately of any changes in relevant circumstances, in particular those of an organisational, personnel or scheduling nature.

## 6 Cancellation terms

Confirmed appointments or agreed service dates may be cancelled or postponed by the Client in writing.

The following cancellation charges apply:

- less than 4 weeks prior to the scheduled service date: 35% of the agreed fee
- less than 2 weeks prior to the scheduled service date: 50% of the agreed fee
- less than 1 week prior to the scheduled service date: 80% of the agreed fee
- less than 72 hours prior to the scheduled service date: 95% of the agreed fee

The date on which the cancellation notice is received by the Contractor shall be decisive. The cancellation charges stated are net amounts plus statutory VAT. In addition, any travel, accommodation or other third-party costs that have already been incurred or cannot be cancelled must be reimbursed by the Client.

The Client reserves the right to prove that no damage or significantly less damage has been incurred. Furthermore, the Client is entitled to name a suitable substitute attendee in the event of personal unavailability, provided that this does not conflict with any legitimate interests of the Contractor.

The above provisions shall also apply to services provided online.

In the event of force majeure or other unforeseeable events beyond the control of the parties, in particular pandemics, strikes or official measures, both parties are entitled to postpone appointments as appropriate.

If the Contractor cancels bindingly agreed dates, the Client shall not incur any costs as a result. However, travel or accommodation costs already incurred by the Client shall only be reimbursed if the Contractor is at fault.

## 7 Performance of Services by Digital Means

Training, coaching, consultancy or diagnostic services may also be provided via digital means of communication by mutual agreement. The Client is responsible for the technical availability and functionality of its own systems and internet connections.

The Contractor shall not be liable for technical faults beyond its control.

## 8 Liability

The Contractor shall be liable without limitation in cases of intent or gross negligence and for damages resulting from injury to life, limb or health.

In the event of a breach of essential contractual obligations ("cardinal obligations") due to slight negligence, liability is limited to the foreseeable damage typical for this type of contract. Essential contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Client may regularly rely.

Any further liability for breaches of duty resulting from slight negligence is excluded.

Liability under the Product Liability Act remains unaffected.

## 9 Confidentiality & Data Protection

Both parties undertake to treat all confidential information, trade and business secrets, and personal data disclosed in the course of the collaboration as confidential and to use them exclusively for the purpose of performing the contract. This applies in particular to content from coaching sessions, training courses, workshops, assessments, interviews and diagnostic procedures.

The obligation of confidentiality shall continue to apply even after the termination of the contractual relationship.

This obligation does not apply to information

- which is generally known or becomes known through no fault of either party,
- which must be disclosed due to legal obligations, or
- the disclosure of which is necessary for the defence of legal rights.

Personal data shall be processed exclusively in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR).

## 10 Copyright and Rights of Use

All documents, concepts, training materials, diagnostic content, presentations, documentation and other works provided by the Contractor are protected by copyright. They may not be reproduced, distributed, published, edited or used beyond the agreed contractual purpose, either in whole or in part, without the Contractor's prior written consent. Copyright notices, brand names, trademarks or other identifiers may not be removed or altered. This applies in particular to diagnostic procedures, test systems, evaluations and methodological concepts used.

## 11 Nature of Services

Coaching, consultancy and training services do not constitute medical, psychotherapeutic or curative treatment and do not replace such treatment.

## 12 Final Provisions

Should any provision of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

Amendments or additions to these General Terms and Conditions, as well as any other agreements between the parties, must be made in writing or text form, insofar as permitted by law.

These Terms and Conditions have been translated from German into English. In the event of any inconsistency, ambiguity or discrepancy between the German and English versions, the German version shall prevail.

## 13 Place of jurisdiction and applicable law

For all disputes arising from or in connection with contractual relationships between the Contractor and merchants, legal entities under public law or special funds under public law, the place of jurisdiction shall be the registered office of CORNELIA TANZER GmbH, Cologne. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Date: 19 May 2026.