

## General Terms and Conditions of Engagement

Guido Bosbach – Beratung für Innovation im Management

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*This is a convenience translation. In case of any discrepancy, the German version is legally binding.*

### 1. Scope

These General Terms and Conditions of Engagement apply to contracts between Guido Bosbach – Beratung für Innovation im Management, hereinafter the "Contractor", and his clients for consulting, coaching, sparring, workshops, talks and related services.

They apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. These terms do not apply to contracts with consumers.

The content and scope of the services are set out in the respective proposal and in any supplementary agreements. Individual agreements take precedence over these terms.

These terms are made available to the client before the contract is concluded and become part of the contract where so agreed. The version agreed at the time the contract is concluded is decisive. Later changes apply to existing contracts only where so agreed.

### 2. Proposal and conclusion of contract

A contract is concluded by acceptance of a proposal or by any other mutual agreement. A deadline for acceptance stated in the proposal is decisive.

An acceptance with modifications constitutes a new proposal that requires the consent of the other party. A mere query or request for clarification does not constitute a rejection of the original proposal.

For documentation purposes, proposals, engagements and changes should be recorded in text form, in particular by e-mail. The precedence of individual agreements remains unaffected.

### 3. Concept and proposal development

An initial contact and the preparation of a proposal are free of charge, unless a chargeable concept, analysis or other preliminary service was expressly agreed before work began.

For chargeable preliminary services, the scope of services and the fee, or the basis for calculating it, are agreed in text form before work begins. This also applies to separately remunerated presentations and related travel.

Unless otherwise agreed, the net fee paid for such preliminary services is credited in full against the net fee of a resulting follow-up engagement as soon as the agreed net fee of that engagement exceeds ten times the net fee for the preliminary services. Expenses, travel costs and VAT are disregarded in this calculation. Crediting the same amount twice is excluded.

### 4. Scope of services and cooperation

The Contractor performs his services with the required professional care.

Where, according to the agreed content of the services, no specific result is owed, the Contractor provides services (Dienstleistungen). No specific economic, organizational or personal result is promised. For agreed work performances (Werkleistungen), the statutory provisions on contracts for work apply.

The proposal describes the essential services, dates, formats and, where applicable, the work results to be delivered. For workshops and talks, it sets out in particular the duration, the venue or online format, and the intended number of participants.

The client provides the necessary information, documents, contact persons and working conditions in good time and free of charge. For in-person events, this includes the agreed premises and technical equipment. For online services, each party ensures the agreed technical prerequisites within its own area of responsibility.

The client ensures that it is entitled to provide the documents and data transmitted. The Contractor's own obligations under data protection law remain unaffected.

If a party becomes aware of circumstances that may impair performance, it informs the other party without delay. Necessary adjustments are agreed jointly.

Statutory claims due to a failure to cooperate remain unaffected.

## **5. Changes to services and additional services**

If a party wishes to change the agreed scope of services, the parties agree on the effects on fees, dates and work results before implementation.

Additional services are provided only after they have been commissioned. The Contractor points out when a requested change is likely to cause additional effort.

Remedying defects in a service owed is not a change in services subject to additional remuneration.

Where budgets have been agreed, the Contractor informs the client in good time of a foreseeable overrun. An overrun requires the client's consent.

## **6. Fees and billing in 15-minute units**

The fees and billing bases agreed in the respective proposal apply. All prices are exclusive of statutory VAT where applicable.

Unless otherwise agreed, a consulting day comprises up to eight hours and a workshop day up to six hours of agreed service. Separately remunerated preparation and follow-up work is shown in the proposal.

Time-based services are billed in units of 15 minutes. One unit corresponds to one quarter of the agreed hourly fee.

The time actually spent is recorded and totalled per engagement, billing month and fee rate. Only this total is rounded up to the next full 15-minute unit. Individual e-mails, phone calls or other short activities are not each rounded up separately. This applies accordingly to the last billing period in the final invoice.

Time records show activities and actual time spent in a comprehensible manner. Breaks and time without engagement-related activity are not charged as working time.

Preparation and follow-up work, coordination and travel time are remunerated separately if this, including the basis of calculation, has been agreed in the proposal. The same time is not charged both as travel time and as working time.

Where a flat fee has been agreed, the activities covered by the agreed scope of services are covered by the flat fee. Billing in 15-minute units does not apply to services remunerated at a flat fee.

Travel, accommodation, shipping, material and other incidental costs are charged only if their assumption and the applicable rates or cost frameworks were agreed in advance. Actual expenses are evidenced on request. Lump sums are agreed separately.

## **7. Invoicing and payment**

Invoices are issued after the agreed service has been performed or in accordance with an agreed payment schedule. For time-based engagements running over a longer period, the services performed in a given month may be invoiced monthly.

Invoices are payable within 14 days of receipt without deduction of discount, but not before the statutory or agreed due date.

Advance payments require a separate agreement on amount and due date. Statutorily permitted instalment payments remain unaffected.

The client's statutory rights of set-off and retention remain in place. The statutory provisions apply to default in payment.

## **8. Term, ongoing support and hour packages**

The start and, where applicable, the fixed term of an engagement are set out in the proposal. A fixed-term contract ends at the agreed time without the need for notice of termination. An automatic extension occurs only if expressly agreed.

Open-ended contracts for ongoing consulting, coaching or sparring may be terminated by either party with one month's notice to the end of a month, unless otherwise agreed.

Statutory rights to early termination, in particular for good cause, under Section 627 BGB or, for contracts for work, under Section 648 BGB, remain unaffected.

For hour packages, the proposal sets out the scope, the fee and any call-off period. Unless otherwise agreed, the following rules apply:

- Hours not called off are carried over to subsequent months during the term of the contract and do not expire merely because a month has ended.
- Appointments are agreed taking both parties' availability into account. Availability at short notice at any time is not promised.
- Services beyond the package require a separate engagement.
- Advance payments for services not performed at the end of the contract are refunded, unless a statutory claim to remuneration or compensation precludes this.

A fee for merely keeping certain capacities available arises only if this service, including its scope and fee, has been expressly agreed.

Interruptions of the collaboration require an agreement on duration, consequences for scheduling and fees. Without such an agreement, the contract continues; the statutory rights of both parties remain unaffected.

### **9. Reservation of dates, rescheduling and cancellation**

Dates agreed as binding are reserved for the client. Requests to reschedule or cancel should be communicated as early as possible.

Rescheduling a date requires mutual agreement. Until such agreement, the original date remains decisive.

Where a date is rescheduled by mutual agreement, services already performed that can be used for the replacement date are not charged again. Additional services and costs are agreed before rescheduling.

The client may declare the early termination of an engagement in text form. Receipt of the declaration is decisive; confirmation by the Contractor is not required. The legal consequences depend on the type of contract and the statutory provisions.

If a reserved date is cancelled or the service offered is not used, the Contractor may claim remuneration or compensation only insofar as there is a statutory or validly agreed basis for it. The reservation of a date alone does not give rise to a lump-sum claim for loss.

Insofar as there is a claim to remuneration for services no longer performed, saved expenses, other earnings and other amounts to be credited by law are deducted. The Contractor takes into account reasonable opportunities to reduce a compensable loss.

Services already performed, unavoidable expenses and any remaining loss are invoiced in a comprehensible manner and without double charging. The client remains free to prove that a claimed loss did not occur or was lower.

### **10. Inability to perform and cancelled services**

If the Contractor is unable to perform an agreed service, or unable to perform it at the agreed time, he informs the client without delay.

The parties may agree on a replacement date or another suitable solution. Engaging another person in place of the Contractor, who was commissioned personally, requires the client's consent.

If no replacement agreement is reached, the mutual claims are governed by the statutory provisions. Advance payments are refunded insofar as they are not offset by a continuing claim to remuneration.

This also applies to exceptional events beyond the parties' control. It does not entail an automatic obligation to pay for cancelled services, nor a blanket exclusion of statutory claims.

Section 17 applies to claims for damages.

## **11. Work results, corrections and acceptance**

Where work results are agreed, their content, scope and delivery format are set out in the proposal. Handing over editable source files is owed only if agreed or if it follows from the purpose of the contract.

Rounds of design or content revision are described in the proposal. Changes to the objective of the service that were not agreed may constitute additional services. Statutory claims to the remedy of defects remain unaffected and are not limited by a number of correction rounds.

Where a work performance is owed, the Contractor submits the completed work for acceptance. The client examines it within a reasonable period and reports any defects found in a comprehensible manner. Acceptance and its consequences are governed by the statutory provisions.

No acceptance is required for services.

## **12. Rights of use in documents and work results**

Upon full payment of the fee due for the respective work result, the client receives a simple (non-exclusive) right of use, unlimited in time and territory, for the agreed purpose of the contract.

Until then, use is provisionally permitted to the extent necessary for review and for the agreed ongoing collaboration. The client's statutory rights of retention remain unaffected.

Unless otherwise agreed, the right of use comprises:

- internal reproduction and provision to the employees involved;
- internal implementation of the recommendations;
- adaptations necessary for the client's own operational use, provided that changes are not presented as unaltered statements of the Contractor.

Passing documents on to external advisers is permitted insofar as they are needed for internal implementation, have been bound to appropriate confidentiality and receive no rights of use of their own.

Use by legally independent affiliated companies and use of the documents as material for independent training offerings require a separate agreement. Internal transfer of knowledge by employees within the purpose of the contract remains permitted.

Publication, resale and licensing to third parties require a separate agreement unless already covered by the purpose of the contract.

For third-party materials, survey tools, software and other licensed products, deviating terms of use are disclosed before the contract is concluded and agreed separately.

Rights to pre-existing methods, concepts, tools and templates remain with the respective rights holder. Uses permitted by law remain unaffected.

The Contractor may continue to use general insights and experience, provided that no confidential information, personal data or protected work results of the client are disclosed in doing so.

### **13. Confidentiality**

The parties treat confidential information of the other party as confidential and use it exclusively to perform the engagement. Confidential information includes in particular trade and business secrets and information marked as confidential or recognizable as such from the circumstances.

The obligation does not apply to information that was demonstrably already lawfully known, becomes public without breach of a confidentiality obligation, was lawfully obtained from third parties or was developed independently.

Disclosure to employees, supporting service providers and legal or tax advisers is permitted insofar as this is necessary for performing the engagement or for legal support in connection with it, and the recipients are subject to an appropriate contractual or statutory duty of confidentiality. Data protection requirements remain unaffected.

Disclosures required by law remain permitted. Where legally allowed, the other party is informed in advance.

The duty of confidentiality continues after the end of the engagement for as long as there is a legitimate interest in confidentiality.

### **14. Coaching on behalf of third parties and group events**

If the client and the participating person are not identical, objectives, organizational framework conditions and any reports to the client are agreed before the start with the involvement of the participating person.

Personal conversation content, individual assessments and personal coaching notes are not passed on to the client merely because the client pays for the service.

Without a separate agreement that is permissible by law, communications to the client are limited to the organizational information required for performance and billing. Disclosures required by law remain unaffected.

For group events, the client and the Contractor agree before the start which confidentiality rules are required for participants. The client informs the participants it has registered of these rules and, where necessary, ensures that they are bound accordingly.

These terms alone do not create a personal contractual obligation for third parties not involved. Recordings and the use of identifiable contributions are additionally governed by Section 15.

### **15. Recordings, transcriptions and use of AI by the client**

Audio, image and video recordings as well as automated transcriptions of consultations, coaching sessions, workshops and talks require prior agreement with the Contractor. This also applies to the use of automatically joining meeting assistants.

Required consents and other legal prerequisites regarding the persons concerned must be in place before the start. The agreement with the Contractor does not replace them.

Purpose, persons with access, retention period and any publication are defined in advance. Publication, disclosure or other use outside the agreed purpose requires a corresponding additional authorization.

Confidential information and unpublished documents of the Contractor may be entered into external AI services only if this is covered by the agreed purpose of use and their confidentiality and the rights of affected persons and third parties are preserved.

The use of protected documents or recordings for training or fine-tuning AI models requires, insofar as this can lawfully be agreed, the Contractor's separate consent. Mandatory statutory rights of use remain unaffected.

This does not preclude the permitted internal use of work results under Section 12.

## **16. Data protection and use of AI by the Contractor**

The parties comply with the data protection provisions applicable to each of them.

Insofar as the Contractor processes personal data on behalf of the client, the parties conclude an agreement pursuant to Art. 28 GDPR before such processing begins. Other necessary agreements are concluded in accordance with the actual allocation of roles.

The Contractor may use AI systems as supporting tools insofar as this is compatible with the agreed services, the confidentiality obligations and the applicable legal requirements. Professional review of and responsibility for the services provided remain with the Contractor.

Personal data and confidential information of the client may be processed in AI systems only if the legal requirements are met and appropriate contractual, technical and organizational safeguards are in place. Necessary agreements on commissioned processing and international data transfers must be in place before processing begins.

Use of such data and information to train publicly available AI models is not permitted. For this purpose, the Contractor uses only services for which such use is contractually excluded.

On request, the Contractor explains the engagement-related use of AI and the relevant safeguards. Special requirements of the client, in particular the exclusion of certain systems or processing operations, are agreed before their use.

## **17. Liability**

The Contractor is liable without limitation for damage caused by intent and gross negligence and for damage resulting from injury to life, body or health.

In the event of a slightly negligent breach of an essential contractual obligation, the Contractor's liability is limited to the damage that was foreseeable and typical for the contract at the time the contract was concluded. Essential contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the client may regularly rely.

Otherwise, liability for damage caused by slight negligence is excluded.

Liability under expressly assumed guarantees and under mandatory statutory provisions remains unaffected.

These provisions also apply for the benefit of the Contractor's legal representatives and vicarious agents.

The statutory provisions apply to the limitation of claims. There are no additional contractual preclusion periods.

### **18. Return, retention and deletion**

Original documents provided by the client are returned on request after completion of the engagement, unless statutory obligations preclude their return.

The retention of engagement-related documents is governed by statutory obligations and legitimate documentation interests. Statutory retention periods remain unaffected.

Personal data are deleted or returned as soon as the purpose of processing no longer applies and there is no legal basis for further storage. In the case of commissioned processing, the agreements concluded for that purpose apply in addition.

Archiving or permanent provision of project files beyond this requires a separate agreement.

### **19. Sustainability and agreed responsibility levy**

In performing his services, the Contractor takes ecological and social impacts into account.

Where a sustainability and responsibility levy is provided for an engagement, it is shown in the proposal as a separate price component before the contract is concluded. In this case, the levy amounts to 25 percent of the agreed net fee plus statutory VAT. It is owed only if the client accepts the corresponding proposal.

A subsequent unilateral imposition or increase of this levy is excluded.

The Contractor uses the resulting additional income for charitable, ecological or social purposes. Individual proof of use is owed only if separately agreed.

Where climate protection contributions or the offsetting of calculated emissions are agreed, their scope and basis of calculation are explained in the proposal or in the associated documentation. The client bears additional costs only if agreed in advance.

### **20. References and public communication**

Naming the other party as a reference and using its name, logo or engagement-related content for advertising, publications or case studies require its prior consent.

The consent should define the scope and the intended publication channels and be given in text form for documentation purposes.

### **21. Final provisions**

The contract is governed by German law.

The statutory places of jurisdiction apply.

Changes and additions should be recorded in text form for documentation purposes. Individual agreements take precedence regardless of their form.

Should individual provisions of these terms be invalid or not have become part of the contract, the consequences are governed by the statutory provisions, in particular Section 306 BGB.