

General Terms and Conditions of KITSCH CONSULTING

Version: December 2025

1. Scope

- These General Terms and Conditions ("Terms") apply to all services provided by KITSCH CONSULTING. Any deviating terms and conditions of the Customer shall not apply.
- The contracting parties are KITSCH CONSULTING, owner: Ara Lee, Michelweg 2, 50829 Cologne ("KC") and the respective Customer ("Customer").

2. Conclusion of contract, commissioning

- Proposals and offers from KC are generally non-binding unless they are expressly marked as binding in the respective document or in the relevant correspondence from KC. A binding offer from KC is valid for fourteen (14) days from the date of submission, unless otherwise indicated.
- The Customer's order is accepted by means of an order confirmation. KC may declare the order confirmation to the Customer in writing, by fax or in text form.

3. Services provided by KC

- KC shall provide all services for the Customer with the due care and professionalism as services in accordance with Sections 611 et seq. of the German Civil Code (BGB).
- The services provided include consulting, education and training services. KC is not obligated to achieve a specific success or a specific economic result.
- The provision of the service is not tied to a specific person. KC may, for objective reasons, send a person other than the one originally designated to provide the service, in particular in cases of illness, incapacity or holiday.
- The Customer shall provide KC with the agreed seminar rooms and, where necessary, the agreed technical equipment for the performance of training courses.
- If the Customer's instructions lead to additional expenses or delays, these shall be borne by the Customer. KC shall notify the Customer of any additional expenses or delays due to the Customer's instructions as soon as possible and, if necessary, prepare a supplementary offer. Until the supplementary offer is accepted, KC shall provide the agreed services in accordance with the valid order, unless the parties agree otherwise.
- KC shall endeavour to provide all agreed services in accordance with the agreed schedule. However, KC shall not be liable for delays caused by late delivery of information or other cooperation on the part of the Customer. If agreed dates are cancelled due to the unforeseen unavailability of a trainer (e.g. illness), KC shall not be liable for any downtime or expenses incurred by the Customer for rescheduling or postponing an appointment.
- The Customer shall provide KC with all necessary information for the execution of the order in good time. Special obligations of cooperation on the part of the Customer shall be agreed in the respective order.
- If the Customer fails to fulfil their obligations to cooperate or does so late, any additional expenses and delays caused thereby shall be borne by them. KC's claim to remuneration remains unaffected.

4. Remuneration, invoicing

- Remuneration is based on the respective offer or confirmed order.
- Unless otherwise agreed, travel expenses to the Customer's location or any other agreed training location shall be invoiced according to the actual costs incurred; at the Customer's request, copies of invoices for costs incurred shall be provided.
- Unless expressly stated otherwise, all prices quoted by KC are in euros (EUR), net and excluding value added tax. All

remuneration shall be invoiced plus any applicable value added tax.

- KC shall invoice the agreed remuneration in accordance with the agreed payment schedule. Unless otherwise specified in KC's offer or agreed, all services shall be invoiced monthly in arrears at the end of the month.
- Invoices shall be issued and transmitted in electronic form (PDF document).
- All invoices are due and payable within fourteen (14) days without deduction, unless expressly agreed otherwise.

5. Term, termination

- The services shall be provided by KC for the agreed duration.
- The right of each party to terminate for good cause remains unaffected.

5.3 Any termination must be made in writing.

6. Intellectual property, rights of use

- Unless otherwise agreed, all intellectual property rights, in particular copyrights, rights of use and industrial property rights, which existed prior to the conclusion of the contract or which a party has acquired independently of the provision of the services or acquires during the term of the contract, shall remain with the party that owned or independently acquired them.
- KC grants the Customer a simple, i.e. non-exclusive, right of use for internal use by the Customer to training and other work materials provided by KC or designed for the Customer. Training materials may not be passed on to third parties or used by third parties to conduct training courses at the Customer's premises without prior written consent of KC. The right of use is non-transferable and non-sublicensable. All other rights are reserved.
- The recording of training courses, whether conducted online or in person, is only permitted with the prior written consent of KC and provided that the data protection requirements (employee consent) are met.
- The Customer grants KC a non-exclusive right to use and process the Customer's content and other materials provided and to be used for the provision of services for the purposes of providing services, limited to the duration of the provision of services.

7. Confidentiality

- Confidential information includes all contractual terms and conditions (including any price information) and all information relating to the provision of services to the Customer or their use by the Customer, including information about the Customer's business and trade secrets in any form that has been disclosed confidentially by or on behalf of a party or its affiliated companies or is to be regarded as confidential by its nature.
- Each party shall treat the other party's confidential information as strictly confidential and shall not disclose it to third parties unless this is necessary for the performance of this contract.
- The confidentiality obligations under this Agreement shall not apply to information that (a) must be disclosed due to legal requirements, provided that the receiving party immediately informs the other party of any obligation to disclose and cooperates with the other party to avoid or limit the disclosure as far as possible; (b) was already in the possession of the receiving party without any obligation of confidentiality when it received the information in question from the other party; (c) was already publicly known at the time of disclosure, unless due to a breach of this agreement; or (d) was developed independently, without access to the confidential information of the other party or its affiliates.

8. Data protection

KC collects, processes and uses the personal data provided by the Customer exclusively for the purpose of executing the contract in accordance with the applicable data protection regulations, in particular in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

9. Liability

- 9.1 KC shall be liable without limitation for damages resulting from injury to life, limb or health, as well as in cases of intent and gross negligence, fraudulent concealment of a defect or assumption of a guarantee for the quality of an item or service.
- 9.2 In the event of a breach of essential contractual obligations, KC's liability for slight negligence is limited to the foreseeable damage typical for this type of contract. Essential contractual obligations are those obligations that arise from the nature of the contract and whose breach would jeopardise the achievement of the purpose of the contract, as well as obligations that the contract imposes according to its content in order to achieve the purpose of the contract, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the Customer may regularly rely.
- 9.3 KC shall only be liable for damages resulting from delays in performance in cases of gross negligence or intent. The Customer's other rights in the event of delay remain unaffected.
- 9.4 Liability for cases of simple negligence is also limited to the amount of the agreed remuneration. Liability for lost profits and other consequential damages is excluded in cases of simple negligence. Section 9.1 remains unaffected.
- 9.5 Liability under the Product Liability Act and other cases of mandatory statutory liability shall remain unaffected.
- 9.6 The above provisions apply accordingly to the reimbursement of expenses.

10. Mention as a reference Customer

KC is entitled to name the Customer as a reference Customer to a reasonable extent (e.g. website, presentations, social media), including the use of name, company, brand and logo. KC shall protect the legitimate interests of the Customer in doing so. The Customer may object to future use in writing for objective reasons (effective ex nunc). KC shall then remove references for the future within a reasonable period of time.

11. General provisions

- 11.1 KC is entitled to use third parties in the context of providing services. KC is liable for the services of subcontractors employed by KC as for its own services.
- 11.2 Neither party is entitled to assign, transfer or otherwise dispose of rights or obligations under this contract without the prior written consent of the other party.
- 11.3 Amendments and additions to this contract, including its annexes, as well as any waiver, must be made in writing.
- 11.4 Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the statutory provisions.
- 11.5 This contract is subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 11.6 The place of jurisdiction for all disputes arising from or in connection with this contract is Cologne.