

General Terms and Conditions for Services of Intenser Consulting

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§ 1 General Provisions, Scope, Deviating Terms

These General Terms and Conditions for agency services (hereinafter referred to as "GTC") of Intenser Consulting by David Hoffmann (hereinafter referred to as "Intenser Consulting") apply only to entrepreneurs (hereinafter referred to as "Clients") within the meaning of § 14 of the German Civil Code (BGB), i.e., natural or legal persons who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity.

These GTC exclusively govern the business relationship between Intenser Consulting and the Client, including the provision of information and consulting services.

Once these GTC have been introduced into the business relationship with a Client, they also apply to all future business relations between Intenser Consulting and the Client, unless expressly agreed otherwise in writing.

Deviating general terms and conditions of the Client shall only apply if and to the extent that Intenser Consulting explicitly acknowledges them in writing. Silence on the part of Intenser Consulting shall not be considered as acceptance or approval of such deviating terms, including in future contracts.

Changes to these GTC become effective and automatically part of the contract once they have been made available to the Client in writing, and the Client does not object in writing within one month of receipt. Intenser Consulting must explicitly inform the Client of this legal consequence when sending the amended GTC. In the event of the Client's objection, the previously valid GTC remain in effect.

Employees and staff of Intenser Consulting are not authorized to enter into binding oral or written agreements for Intenser Consulting that deviate from or extend beyond the content of the contract concluded or these GTC.

In case of contradictions between the provisions of an individually concluded contract and these GTC, the provisions of the contract take precedence.

All agreements, collateral agreements, assurances, and amendments require written form. This also applies to the waiver of the written form requirement itself. Oral amendments or additions are invalid. The priority of individual agreements (§ 305b BGB) remains unaffected.

§ 2 Conclusion of Contract, Scope of Services

The agency services provided by Intenser Consulting arise from the respective offer on which the contract is based. The offer contains a detailed description of services and, where applicable, supplementary documents and guidelines of Intenser Consulting. Therefore, the content of the offer is decisive unless explicitly agreed otherwise in writing.

Any documents supplementing the offer are provided together with the offer. They are also available for inspection at Intenser Consulting's office and will be sent to the Client free of charge upon written request.

A contract is concluded when the Client confirms the offer in writing, or at the latest upon the commencement of service performance by Intenser Consulting.

Intenser Consulting reserves the right, after reasonable prior notice, to extend, modify, or improve services. Such changes are permitted if they are customary in the trade, necessary due to changes in law, or reasonable for the Client considering Intenser Consulting's interests.

Intenser Consulting is entitled to engage subcontractors for service execution.

Meeting minutes sent by Intenser Consulting become binding unless the Client objects in writing within five (5) working days.

§ 3 Termination

Contracts with a minimum duration may not be terminated before the end of the minimum term.

Contracts without a specified notice period and contracts concluded for an indefinite duration may be terminated with a notice period of two months to the end of a quarter.

The right to terminate without notice for good cause remains unaffected. Intenser Consulting may particularly terminate without notice if the Client is in default of payment of more than 10% of the total agreed remuneration.

All terminations must be made in writing.

§ 4 Duties and Obligations of the Client

The Client must provide all necessary cooperation required for Intenser Consulting to perform its services. The Client must provide all necessary documents and/or information without being asked and in a timely manner. If the Client fails to cooperate properly, they bear the consequences (e.g., delays, additional expenses).

If the Client provides templates (e.g., images, texts, data, files), they guarantee that they are authorized to use them and that no third-party rights are infringed. Intenser Consulting does

not check this. If third-party rights are violated, the Client indemnifies Intenser Consulting from any resulting claims.

The Client must immediately notify Intenser Consulting of any changes to their (company) name, address, legal form, or bank details (in case of direct debit).

After an unsuccessful warning regarding violations of these obligations, Intenser Consulting may terminate the contract without notice.

§ 5 Service Deadlines, Delay

Binding deadlines must be expressly agreed in writing. For non-binding or approximate deadlines ("approx.", "about"), Intenser Consulting will make reasonable efforts to meet them.

A fixed-date transaction exists only if expressly confirmed in writing by Intenser Consulting or if legally required. A unilateral declaration by the Client is insufficient.

If Intenser Consulting is in delay, the Client must set a reasonable grace period of at least 14 days.

Intenser Consulting is not in delay as long as the Client is in default with any obligations towards Intenser Consulting, including those from other contracts.

§ 6 Force Majeure and Other Impediments

In cases of force majeure, Intenser Consulting will inform the Client in writing. Intenser Consulting may postpone performance or withdraw from the contract regarding the unfulfilled part.

Events similar to force majeure include strikes, lockouts, official interventions, shortages of energy or raw materials, unavoidable transport delays, unavoidable operational disruptions (e.g., fire, water, machinery damage), and other events not caused by Intenser Consulting.

If a binding deadline is exceeded due to such events, the Client may withdraw from the unfulfilled part of the contract after granting a reasonable grace period, if continuation is unreasonable. Further claims, especially damages, are excluded.

§ 7 Usage Rights to Agency Services

Where usage rights are granted, the Client receives a simple, non-exclusive right of use limited to the contractual scope.

Use by third parties (including group companies within §15 AktG) requires written approval.

Intenser Consulting may be credited as the author.

Intenser Consulting may use the work results in unchanged form as references (e.g., on its website). The Client grants the necessary rights. If third-party rights (e.g., trademarks) prevent this, the Client must inform Intenser Consulting in writing.

Intenser Consulting is not obligated to separately deliver public domain or royalty-free assets used in the work.

§ 8 Payment Terms; Third-Party Services

Generally, 40% of the order amount is invoiced upon assignment, 30% at halfway completion, and 30% after acceptance.

Invoices are payable within 10 days net plus VAT.

Intenser Consulting may deviate from this and invoice individual service phases immediately.

Delivered items and usage rights remain the property of Intenser Consulting until full payment.

In case of default, interest of 9% above the base interest rate may be charged.

The payment date is the date funds are received.

Default triggers immediate maturity of all outstanding claims.

If payment issues arise or creditworthiness is doubtful, Intenser Consulting may stop work, demand prepayment or security, and withdraw from the contract if unmet.

Intenser Consulting may order external services in the Client's name and at their expense. If contracts are made in Intenser Consulting's name, the Client must indemnify Intenser Consulting from all obligations.

§ 9 Set-Off and Retention Rights

The Client may only offset claims that are undisputed or legally established.

A right of retention only exists if the Client's claim arises from the same contractual relationship.

§ 10 Acceptance

Services require acceptance by the Client.

Upon written request, the Client must declare acceptance within 7 days. Minor defects do not justify refusal. After expiry of the deadline, acceptance is deemed granted.

Acceptance is also deemed granted if the Client uses the service.

§ 11 Defects, Warranty, Breach of Duty

Obvious defects must be reported within 10 days with detailed description; otherwise, claims are excluded.

Hidden defects must be reported immediately upon discovery and within the limitation period.

Reports must be in writing.

Warranty claims are initially limited to remedy or replacement. If this fails, the Client may withdraw or claim damages.

Warranty period is one year, except in cases of fraud, gross negligence, or intent.

Same applies to tort claims.

Further claims are limited by §12.

§ 12 Liability and Limitation of Liability

Intenser Consulting is liable only for intent and gross negligence, including by legal representatives and agents.

Liability for slight negligence is excluded unless:

- essential contractual obligations are breached,
- obligations per §241(2) BGB are breached,
- life, body, or health is affected,
- guarantees are breached,
- fraud exists,
- or other mandatory legal liability applies.

Essential obligations are those necessary to enable proper contract execution.

If not intentional or involving injury to life, liability is limited to foreseeable, typical damage.

Liability for indirect damages is excluded unless essential obligations are breached or intentional/gross negligent action exists.

Further liability is excluded.

Limitations also apply to employees and subcontractors.

Claims must be brought within one year from the legal start of the limitation period, except in cases of fraud, intent, gross negligence, or tort.

No reversal of burden of proof is implied.

§ 13 Confidentiality, Data Protection

Intenser Consulting must keep confidential all information designated as confidential or evidently requiring secrecy.

Personnel must also maintain confidentiality.

Confidentiality does not apply if information:

- is public,
- was intentionally made public by the Client,
- was already known or lawfully provided by third parties,
- must be disclosed by law or authorities.

Personal data will be collected, processed, and used per BDSG, kept confidential, and processed only according to Client instructions by staff bound to data secrecy.

§ 14 Final Provisions

Place of performance is Cologne.

Exclusive place of jurisdiction is Cologne, though Intenser Consulting may sue the Client at their general jurisdiction.

German law applies exclusively; CISG is excluded.

Assignment of Client rights requires written consent.

If any provision becomes invalid, the rest remains effective. A valid provision reflecting the economic intent replaces the invalid one.