

General Terms and Conditions of Business and Delivery (GTC)

THESE GENERAL TERMS AND CONDITIONS (GTC) APPLY TO ALL CONTRACTUAL RELATIONSHIPS BETWEEN TB-SCHEU AND THE RESPECTIVE CONTRACTUAL PARTNER. INDIVIDUAL AGREEMENTS IN TEXT FORM AND THE CONTENT OF THE RESPECTIVE ORDER AGREEMENT SHALL TAKE PRECEDENCE. CONFLICTING TERMS AND CONDITIONS OF THE RESPECTIVE CONTRACTUAL PARTNER SHALL ONLY BECOME PART OF THE CONTRACT IF TB-SCHEU EXPRESSLY CONFIRMS THIS IN TEXT FORM.

- **Initial meeting / stocktaking / study structure**

THE FIRST MEETING SERVES TO ASSESS THE CURRENT SITUATION AND TO GET TO KNOW EACH OTHER, IS USUALLY FREE OF CHARGE AND THERE ARE NO TRAVEL COSTS WITHIN GERMANY. THE INITIAL ASSESSMENT (AS WELL AS THE ENTIRE COLLABORATION) IS SUBJECT TO THE UTMOST CONFIDENTIALITY. THIS MEETING WILL TAKE APPROX. 2-4 HOURS (FOR COACHING APPROX. 30-45 MINUTES TO GET TO KNOW EACH OTHER). IN THE FIRST MEETING, THE OBJECTIVES OF THE COLLABORATION AND - IF AGREED - PROJECTS/STUDIES ARE AGREED. AGREED PROJECTS/STUDIES ARE SUMMARIZED BY THE TB-SCHEU CONTACT PERSON IN AN OFFER AND/OR AN ORDER AGREEMENT. IF A CONSULTATION IS REQUESTED DURING THE FIRST MEETING OR IF THE FIRST MEETING EXCEEDS THE USUAL SCOPE (AS DESCRIBED ABOVE) AND/OR ALREADY REQUIRES CONSULTING, COACHING OR ANALYSIS SERVICES FROM TB-SCHEU, A FEE WILL BE CHARGED (SEE COSTS OF COLLABORATION). HOWEVER, THIS WILL ONLY BE DONE WITH THE EXPRESS CONSENT OF THE CLIENT.

- **Services and costs of the collaboration**

THE CONTENT AND MATERIAL OF ALL INDIVIDUAL PROJECTS ARE AGREED IN ADVANCE. AN ORDER IS PLACED IN TEXT FORM OR IS DEEMED TO HAVE BEEN PLACED WHEN DEADLINES ARE CONFIRMED BY THE CLIENT ON THE BASIS OF THE OFFER OR THE ORDER AGREEMENT. EACH OFFER IS ACCOMPANIED BY AN INDIVIDUAL CONTRACT AGREEMENT. THIS AGREEMENT LISTS THE EXACT DAILY, HALF-DAY OR HOURLY FEES OF THE SERVICE PROVIDERS AS WELL AS THE COSTS FOR THE IMPLEMENTATION OF MEASURES. THE COSTS LISTED THERE ARE BINDING FOR BOTH PARTIES FOR THE DURATION OF THE PROJECT. THE FEES DO NOT INCLUDE ADDITIONAL COSTS (SEE ADDITIONAL COSTS). THE CONTRACT IS CONCLUDED THROUGH THE ORDER AGREEMENT BETWEEN TB-SCHEU AND THE CONTRACTUAL PARTNER. THIS CAN BE DONE BY POST OR BY E-MAIL, WHEREBY THE TEXT FORM MUST BE MAINTAINED BY A HANDWRITTEN SIGNATURE. AMENDMENTS OR ADDITIONS TO THE CONTRACT ARE ONLY EFFECTIVE IF THEY ARE CONFIRMED BY TB-SCHEU IN TEXT FORM. THE ADDITIONAL COSTS ON THE PART OF TB-SCHEU WILL BE INVOICED ACCORDING TO INDIVIDUAL RECEIPTS +15% PROCESSING FEE. THESE ARE MADE UP AS FOLLOWS:

- Accommodation costs: Hotel costs (double room, at least 4-star category)
- Travel costs: Business flight, 1st class train (also against own receipt), cab at cost price, rental car, company car 0.80 €/km.
- Equipment: (e.g. projector, moderation consumables) and participant materials (e.g. handouts, project folders, note paper, USB stick, writing materials, etc.) will be invoiced at a project-specific flat rate.
- Ancillary costs can also be invoiced at a flat rate to be agreed in the contractual fee.

ALTERNATIVELY - BY AGREEMENT BETWEEN THE CLIENT AND TB-SCHEU.

- **Invoicing**

INVOICING TAKES PLACE IMMEDIATELY AFTER THE SERVICE HAS BEEN PROVIDED OR, IN THE CASE OF PROJECTS WITH A LONGER TERM, WITH INDIVIDUALLY AGREED PARTIAL AMOUNTS AND A FINAL INVOICE. IF FLAT RATES HAVE BEEN AGREED, INVOICES ARE GENERALLY ISSUED AT THE END OF THE MONTH. PAYMENT IS DUE WITHIN 30 DAYS OF RECEIPT OF THE INVOICE WITHOUT DEDUCTION. TB-SCHEU PROVIDES ITS SERVICES ITSELF OR THROUGH ITS OWN EMPLOYEES. IT IS ALSO ENTITLED TO PROVIDE THE SERVICES THROUGH FREELANCERS.

- **Proposed dates, confirmation, cancellation deadlines**

THE CLIENT RECEIVES THE PROJECT DATES FROM TB-SCHEU AS PROPOSED DATES, WHICH ARE TO BE CONFIRMED AT SHORT NOTICE (MAX. 5 WORKING DAYS). THE DATES SHALL BE DEEMED CONFIRMED AND BINDING FOR BOTH PARTIES IF THEY ARE CONFIRMED TO THE CONTRACTOR IN TEXT FORM (E-MAIL OR POST) WITHIN 14 DAYS OF THE PROPOSED DATE. IF THESE DATES ARE NOT CONFIRMED BY THE CLIENT WITHIN 14 DAYS, THE CLAIM ARISING FROM THESE DATES SHALL LAPSE WITHOUT ANY NOTICE BEING REQUIRED.

- If agreed conception days, training courses and events are canceled by the client less than eight weeks, but at least four weeks before the start, 50% of the agreed fee shall be due.
- If the cancellation is made less than four weeks before the start, 75% of the agreed fee shall be payable.
- If the cancellation is made less than three days before the start of the event, 90% of the agreed fee plus the hypothetical travel costs and hotel costs shall be payable.
- All cancellations, regardless of the deadline, must be made exclusively in text form (e-mail, post) to: TB-Scheu, Platz 3, D - 73466 Lauchheim, Lena-Scheu (AT) TB-Scheu. de, in order to be effective.
- In particular, verbal refusals or refusals to our project staff are not effective.
- Meeting and coaching appointments at TB-Scheu's premises must be canceled at least two working days before the appointment (five working days for meetings and coaching sessions at the client's premises), otherwise the fees and costs already incurred will be charged in full.
- Cancellations must be made in writing (e-mail, post).

- **Confidentiality**

TB-SCHEU UNDERTAKES TO MAINTAIN SECRECY ABOUT ALL PROCESSES THAT HAVE BECOME KNOWN THROUGH THE COOPERATION WITH THE CONTRACTUAL PARTNER, UNLESS THIS CONFLICTS WITH URGENT LEGITIMATE INTERESTS OF TB-SCHEU (E.G. ENFORCEMENT OF FEE CLAIMS). TB-SCHEU WILL NOT DISCLOSE THE PERSONAL AND COMPANY-RELATED CONTENT OF THE PROJECTS. FOR TEACHING AND SUPERVISION PURPOSES, THE METHODS USED AND THE EFFECTS OF THE METHODS ARE USED ANONYMOUSLY IN SUCH A WAY THAT IT IS NOT POSSIBLE TO DRAW CONCLUSIONS ABOUT THE CLIENT. TB-SCHEU USES THE INTERVENTION OPTIONS AVAILABLE TO IT FOR THE BENEFIT OF THE PARTICIPANTS. TB-SCHEU AND ITS EMPLOYEES EXPRESSLY RESERVE THE RIGHT TO TERMINATE THE CONTRACTUAL RELATIONSHIP EXTRAORDINARILY IN THE EVENT OF DISRUPTIONS TO THE EVENT OF SOME SIGNIFICANCE OR IN THE EVENT OF CRIMINAL ACTS AGAINST TB-SCHEU OR OTHER CONTRACTUAL PARTNERS (E.G. DEFAMATION OR THEFT) AND TO EXCLUDE THE CONTRACTUAL PARTNER FROM FURTHER PARTICIPATION. IN THIS CASE, TB-SCHEU EXPRESSLY RESERVES THE RIGHT TO ASSERT FURTHER CLAIMS FOR DAMAGES. TB-SCHEU IS ALSO ENTITLED TO OFFER ITS SERVICES TO COMPETITORS OF THE CONTRACTUAL PARTNER. TB-SCHEU IS ENTITLED TO USE THE CONTRACTUAL PARTNER'S COMPANY LOGO FREE OF CHARGE FOR ADVERTISING PURPOSES ON A REFERENCE LIST THAT CAN ALSO BE CALLED UP ON THE TB-SCHEU HOMEPAGE. THE CONTRACTUAL PARTNER MAY OBJECT TO THIS RIGHT OF USE AT ANY TIME. AS A RULE, A CONFIDENTIALITY AGREEMENT IS DRAWN UP AT THE BEGINNING OF A COLLABORATION AND SIGNED BY BOTH CONTRACTUAL PARTNERS.

- **Note and clarification on equal treatment**

THE TERMS LISTED AND USED ON THIS WEBSITE APPLY EQUALLY TO THE MALE AND FEMALE FORM, I.E. IN A GENDER-EQUITABLE MANNER, AND ARE NOT USED TO THE DISADVANTAGE OF ONE GENDER FORM. THIS ALSO APPLIES TO THE EXEMPLARY REPRODUCTION OF CASE STUDIES OR QUOTATIONS FROM JUDGMENTS OR OTHER FACTS OF LIFE FOR THE PURPOSE OF INFORMATION.

- **Copyright protection**

ALL PUBLICATIONS, IN PARTICULAR CONCEPTS, EVENT CONTENT, DOCUMENTS AND BROCHURES OF TB-SCHEU AND ITS EMPLOYEES ARE PROTECTED BY COPYRIGHT. THE SAME APPLIES TO SOUND OR IMAGE RECORDINGS OF THE EVENTS. THE CONTRACTUAL PARTNER IS ENTITLED TO USE THE INFORMATION AND PUBLICATIONS RECEIVED IN THE CONTEXT OF ITS BOOKED AND PAID EVENT FOR ITS OWN INTERNAL PURPOSES. THE CONTRACTUAL PARTNER IS PROHIBITED FROM PASSING ON DOCUMENTS TO THIRD PARTIES OR REPRODUCING THEM FOR THIRD PARTIES, WHETHER FOR A FEE OR FREE OF CHARGE. AS A PRECAUTIONARY MEASURE, THE CONTRACTING PARTY IS ADVISED THAT ANY INFRINGEMENT OF

COPYRIGHT MAY RESULT IN LIABILITY FOR DAMAGES AND INJUNCTIVE RELIEF AND MAY BE PROSECUTED UNDER CRIMINAL LAW.

- **Copyright**

THE CONTENT AND WORKS CREATED BY THE SITE OPERATORS ON THESE PAGES ARE SUBJECT TO GERMAN COPYRIGHT LAW. CONTRIBUTIONS BY THIRD PARTIES ARE IDENTIFIED AS SUCH. THE REPRODUCTION, EDITING, DISTRIBUTION AND ANY KIND OF EXPLOITATION OUTSIDE THE LIMITS OF COPYRIGHT LAW REQUIRE THE WRITTEN CONSENT OF THE RESPECTIVE AUTHOR OR CREATOR. DOWNLOADS AND COPIES OF THESE PAGES ARE ONLY PERMITTED FOR PRIVATE, NON-COMMERCIAL USE. THE OPERATORS OF THESE PAGES ENDEAVOR TO RESPECT THE COPYRIGHTS OF OTHERS AT ALL TIMES OR TO MAKE USE OF SELF-CREATED AND LICENSE-FREE WORKS.

- **Scientology**

TB-SCHEU ASSURES THAT NEITHER ITS EMPLOYEES NOR THE FREELANCERS IT EMPLOYS ARE MEMBERS OF SCIENTOLOGY OR HAVE EVER ATTENDED ITS COURSES; THEY DO NOT WORK ACCORDING TO THE TECHNOLOGIES OF L. RON HUBBARD; NEITHER ITS EMPLOYEES NOR THE SPEAKERS IT EMPLOYS HAVE BEEN TRAINED ACCORDING TO THE TECHNOLOGY OF L. RON HUBBARD OR HAVE ATTENDED ITS COURSES. RON HUBBARD TECHNOLOGY OR HAVE ATTENDED COURSES AND/OR SEMINARS/CONFERENCES BASED ON L. RON HUBBARD TECHNOLOGY; AND REJECT L. RON HUBBARD TECHNOLOGY FOR RUNNING A BUSINESS (FOR CONDUCTING YOUR EVENTS); AND THIS STATEMENT APPLIES TO OTHER CULTS OF ANY KIND.

- **Liability and limitation of liability**

TB-SCHEU IS ONLY LIABLE FOR DAMAGES CAUSED BY INTENTIONAL OR GROSSLY NEGLIGENT ACTIONS. IN THE EVENT OF SLIGHT NEGLIGENCE, TB-SCHEU SHALL ONLY BE LIABLE FOR DAMAGE CAUSED BY THE BREACH OF MATERIAL CONTRACTUAL OBLIGATIONS; IN THIS CASE, LIABILITY SHALL BE LIMITED TO THE DAMAGE FORESEEABLE AT THE TIME THE CONTRACT WAS CONCLUDED.

-EXCLUSION OF CONSEQUENTIAL DAMAGES AND THIRD-PARTY DAMAGES: TB-SCHEU IS NOT LIABLE FOR INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF PRODUCTION. FURTHERMORE, THE CLIENT SHALL INDEMNIFY TB-SCHEU AGAINST THIRD-PARTY CLAIMS ARISING FROM THE USE OF THE CONSULTANCY SERVICE.

-LIABILITY FOR CONSULTING ERRORS: TB-SCHEU IS NOT LIABLE FOR FINANCIAL LOSSES ARISING FROM THE IMPLEMENTATION OF THE CONSULTING RESULTS, UNLESS THESE ARE BASED ON INTENTIONAL OR GROSSLY NEGLIGENT ACTIONS. LIABILITY IS LIMITED IN ALL CASES TO THE AMOUNT OF THE AGREED FEE.

- **Personal responsibility of the client**

THE CLIENT CONFIRMS THAT IT WILL EXAMINE THE INFORMATION AND RECOMMENDATIONS PROVIDED ON ITS OWN RESPONSIBILITY AND WILL IMPLEMENT THEM AT ITS OWN DISCRETION. TB-SCHEU DOES NOT GUARANTEE THE CHANCES OF SUCCESS OR THE COMPLETE IMPLEMENTATION OF THE ADVICE.

- **Liability for content**

THE CONTENT OF OUR WEBSITE HAS BEEN CREATED WITH THE GREATEST CARE. HOWEVER, WE CANNOT ACCEPT ANY LIABILITY FOR THE ACCURACY, COMPLETENESS AND UP-TO-DATENESS OF THE CONTENT. AS A SERVICE PROVIDER, WE ARE RESPONSIBLE FOR OUR OWN CONTENT ON THESE PAGES IN ACCORDANCE WITH THE GENERAL LAWS PURSUANT TO SECTION 7 (1) OF THE GERMAN TELEMEDIA ACT (TMG). HOWEVER, ACCORDING TO SECTIONS 8 TO 10 OF THE TMG, AS A SERVICE PROVIDER WE ARE NOT OBLIGED TO MONITOR TRANSMITTED OR STORED THIRD-PARTY INFORMATION OR TO INVESTIGATE CIRCUMSTANCES THAT INDICATE ILLEGAL ACTIVITY. OBLIGATIONS TO REMOVE OR BLOCK THE USE OF INFORMATION IN

ACCORDANCE WITH GENERAL LAWS REMAIN UNAFFECTED BY THIS. HOWEVER, LIABILITY IN THIS RESPECT IS ONLY POSSIBLE FROM THE TIME OF KNOWLEDGE OF A SPECIFIC INFRINGEMENT. AS SOON AS WE BECOME AWARE OF SUCH INFRINGEMENTS, WE WILL REMOVE THIS CONTENT IMMEDIATELY.

- **Liability for links**

OUR OFFER MAY CONTAIN LINKS TO EXTERNAL WEBSITES OF THIRD PARTIES OVER WHOSE CONTENT WE HAVE NO INFLUENCE. THEREFORE WE CANNOT ACCEPT ANY LIABILITY FOR THIS THIRD-PARTY CONTENT. THE RESPECTIVE PROVIDER OR OPERATOR OF THE SITES IS ALWAYS RESPONSIBLE FOR THE CONTENT OF THE LINKED SITES. THE LINKED PAGES WERE CHECKED FOR POSSIBLE LEGAL VIOLATIONS AT THE TIME OF LINKING. ILLEGAL CONTENTS WERE NOT RECOGNIZABLE AT THE TIME OF LINKING. HOWEVER, PERMANENT MONITORING OF THE CONTENT OF THE LINKED PAGES IS NOT REASONABLE WITHOUT CONCRETE EVIDENCE OF AN INFRINGEMENT. IF WE BECOME AWARE OF ANY INFRINGEMENTS, WE WILL REMOVE SUCH LINKS IMMEDIATELY.

- **Place of jurisdiction**

THE PLACE OF JURISDICTION FOR ALL DISPUTES ARISING FROM OR IN CONNECTION WITH THIS CONTRACTUAL RELATIONSHIP IS - AS FAR AS PERMISSIBLE - THE COURT OF MUNICH I. BOTH PARTIES TO THE CONTRACT WILL CONDUCT MEDIATION BEFORE ANY LEGAL DISPUTE ARISES.

- **data protection**

THE DATA PROTECTION DECLARATION CAN BE FOUND ON OUR WEBSITE UNDER DATA PROTECTION DECLARATION AND/OR IN THE IMPRINT.

- **Further information**

WE HEREBY EXPRESSLY OBJECT TO THE USE OF CONTACT DATA PUBLISHED WITHIN THE SCOPE OF THE IMPRINT OBLIGATION BY THIRD PARTIES FOR SENDING UNSOLICITED ADVERTISING AND INFORMATION MATERIAL. THE OPERATORS OF THE WEBSITE EXPRESSLY RESERVE THE RIGHT TO TAKE LEGAL ACTION IN THE EVENT OF THE UNSOLICITED SENDING OF ADVERTISING INFORMATION, SUCH AS SPAM E-MAILS.

Severability clause

SHOULD A PROVISION OF THESE TERMS AND CONDITIONS OR A PROVISION INCLUDED IN THIS CONTRACT BE INVALID OR UNENFORCEABLE IN WHOLE OR IN PART OR LOSE ITS LEGAL VALIDITY OR ENFORCEABILITY AT A LATER DATE, THIS SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS. THE SAME APPLIES IF IT SHOULD TURN OUT THAT THE CONTRACT CONTAINS A LOOPHOLE. THE PARTIES UNDERTAKE TO REPLACE THE INVALID OR UNENFORCEABLE PROVISIONS OR TO FILL THE GAP WITH AN APPROPRIATE PROVISION WHICH, AS FAR AS LEGALLY POSSIBLE, COMES AS CLOSE AS POSSIBLE TO WHAT THE PARTIES INTENDED OR WOULD HAVE INTENDED ACCORDING TO THE MEANING AND PURPOSE OF THE CONTRACT IF THEY HAD CONSIDERED THE POINT WHEN CONCLUDING THIS CONTRACT OR WHEN SUBSEQUENTLY INCLUDING A PROVISION. THIS ALSO APPLIES TO THIS TEXT FORM REQUIREMENT.

Note on the legally binding nature of the GTC:

The General Terms and Conditions (GTC) are available in several languages in order to make the information accessible to you. Please note that the German version of the GTC is legally binding and remains authoritative in the event of deviations or translation errors. The place of jurisdiction is exclusively that specified in the German version of the GTC.