

## GENERAL TERMS AND CONDITIONS OF BUSINESS

(Version of 1<sup>st</sup> July 2024)

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### Contracts

- 1.1 Contracts entered into between a client and Coverdale Team Management Deutschland GmbH (hereinafter referred to briefly as "Coverdale") with respect to the reciprocal performance of services to be rendered as well as any alterations and/or amendments to such contracts must be made in writing.
- 1.2 These General Terms and Conditions of Business shall apply in addition thereto; they shall be appended to the contracts.
- 1.3 These General Terms and Conditions of Business take precedence over any conflicting general terms and conditions issued by the client.

### Services

- 2.1 The services to be rendered by Coverdale shall be performed by employed and/or freelance consultants/executive coaches.
- 2.2 The scope, form, topics and targets of the services shall be set forth in detail in the respective contract concluded between the client and Coverdale.
- 2.3 Coverdale shall render services in particular in the form of consultancy and training (seminars, workshops).
- 2.4 Coverdale does not normally warrant that a seminar will produce a certain outcome unless such warranty includes verifiable success criteria and is explicitly and specifically agreed upon in writing.

### Stipulations regarding services

- 3.1 Coverdale affirms that materials, printed works etc. made available by Coverdale in execution of the assignment are not subject to third-party copyrights or other rights.
- 3.2 The client shall keep Coverdale constantly informed, both before and during the performance of contract services, with regard to all circumstances of relevance to the preparation and performance of the assignment. The client shall designate a responsible contact.
- 3.3 If parts of the action concept and/or the execution of the assignment are to be placed with third parties by the client, Coverdale shall be designated to act as coordinator in order to ensure effective coordination of the conceptual and didactic requirements.
- 3.4 Coverdale undertakes to maintain secrecy regarding all procedures relevant to the client's business of which it becomes aware through the cooperation with the client.
- 3.5 Coverdale shall propose the selection of media producers, equipment manufacturers, seminar hotels and other individuals to be employed in carrying out the assignment.
- 3.6 Coverdale shall be entitled to offer its services to competitors in the client's market subsequent to completion of the assignment unless otherwise agreed by the parties.
- 3.7 Should the client be unable to accept services on an appointed date, the following payments shall be due:



In the event of cancellation

45-31 days before the appointed date: 25%

30-14 days before the appointed date: 50%

13 days or less before the appointed date: 100%  
of the fee.

- 3.8 If Coverdale is unable to render services on an appointed date due to force majeure, sickness, accident or any other impediment for which Coverdale is not accountable, Coverdale shall be obliged to propose an alternative date as soon as possible. Claims for damages raised by the client against Coverdale shall not be recognized.

### Copyrights

- 4.1 The client acknowledges the copyrights held by Coverdale Team Management Deutschland GmbH to the materials, printed works etc. compiled by Coverdale (training documentation etc.). Any duplication and/or dissemination of the aforementioned works/materials in either original or modified version requires the prior written consent of Coverdale.

### Supplier information and payment terms

- 5.1 Coverdale Team Management Deutschland GmbH  
Boosstr. 3  
81541 München  
Managing director: Marius Fröhlich  
Company registered in Munich  
Amtsgericht München, HRB 193730  
German tax number: 143/126/90935
- 5.2 VAT ID: DE 131554407/Terms: 14 days net.

### Data protection

- 6.1 With the acceptance of this offer the buyer confirms that he follows the General Data Protection Regulation of the European Union.

### General provisions

- 7.1 If individual provisions of these General Terms and Conditions of Business should be or become invalid or unenforceable, the validity/enforceability of the remaining provisions shall remain unaffected. The parties shall then agree upon an appropriate substitute that conforms as closely as possible to the voided provision.
- 7.2 These Terms and Conditions and their implementation shall be bound by and construed solely in accordance with the laws of the Federal Republic of Germany.
- 7.3 In the event of any dispute arising hereunder, the courts of Munich, Germany shall have jurisdiction and venue.