

General Terms and Conditions

for CHANGE LIGHT-LY, Inh. Jasmin Konnegen

CHANGE LIGHT-LY | Colditzstr. 33 | 12099 Berlin info@change-lightly.eu – below „consultant“
Last updated: 03.01.2026

Courtesy translation. This English version is provided for convenience only. The German-language original is the sole legally authoritative version; in case of any discrepancy, the German version prevails. The contract is governed by German law and uses terms of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") that have no exact English equivalent.

Section 1 – Scope of Application

(1) These General Terms and Conditions ("Terms") apply to all contracts for consulting services between CHANGE LIGHT-LY (the "Consultant") and its clients (each a "Client"), in particular for services in the areas of strategy consulting, marketing, sales, process optimization and product management, unless otherwise agreed in writing in an individual case.

(2) These Terms apply exclusively. Any conflicting or deviating terms of the Client shall not become part of the contract unless the Consultant expressly agrees to their applicability in writing.

(3) These Terms apply only to businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.

Section 2 – Formation of Contract, Offers

(1) Offers made by the Consultant are non-binding unless expressly marked as binding.

(2) A contract is formed when the Client accepts an offer of the Consultant in writing (including by e-mail) or the Consultant confirms an engagement by the Client in writing.

(3) The specific scope of services (project content, objectives, timeframe, resources deployed) for each engagement is set out separately in a proposal, statement of work, or project agreement (the "Service Description"), which forms part of the respective contract. In the event of any conflict between the Service Description and these Terms, the Service Description shall prevail.

Section 3 – Subject Matter of Services; Nature of the Consulting

(1) The Consultant provides its services under a service contract (Dienstvertrag) within the meaning of Section 611 BGB. The Consultant owes the diligent and professionally sound performance of the agreed consulting activity in accordance with the current state of knowledge and practice, but not a specific economic outcome or result (e.g., increased revenue, cost savings, a successful product launch).

(2) Concepts, analyses, strategy papers, recommendations, and other work products of the Consultant constitute non-binding proposals. The decision on their implementation, as well as all entrepreneurial decisions, remain solely with the Client.

(3) The Consultant is entitled to engage suitable subcontractors or agents to perform the services, provided this is compatible with the nature of the service and the Client's legitimate interests (in particular confidentiality) are safeguarded.

Section 4 – Client's Duties to Cooperate

(1) The Client shall provide the Consultant in a timely manner with all information, documents, data, and access (e.g., to internal processes, systems, or contacts) required for the consulting engagement, and shall designate a competent point of contact.

(2) The Client shall ensure that the information provided is complete and accurate. The Consultant is not obliged to verify such information for correctness or completeness.

(3) If the performance of services is delayed because the Client fails to fulfil its duties to cooperate, or fails to do so in a timely or complete manner, agreed deadlines shall be extended accordingly; the Consultant may invoice any resulting additional effort separately at its standard rates.

Section 5 – Fees and Payment Terms

(1) Fees are determined by the respective Service Description. Depending on the agreement, fees are charged either as a daily/hourly rate (billed according to actual time spent) or as a monthly retainer (provision of an agreed capacity or defined scope of services for a fixed monthly fee).

(2) Unless otherwise agreed, the Consultant's current daily rates or retainer terms in effect at the time the contract is concluded shall apply as set out in the respective Service Description, plus statutory value-added tax.

(3) Under the retainer model, the fee is owed irrespective of the actual monthly workload, provided the Consultant makes the agreed capacity available; unused services lapse at the end of each month unless otherwise agreed.

(4) In addition to the fee, the Client shall reimburse expenses and travel costs (transportation, accommodation, and subsistence) incurred by the Consultant and agreed with the Client.

(5) Unless otherwise agreed, invoices are due for payment without deduction within 14 days of the invoice date. In the event of default, the statutory provisions apply (Sections 286 et seq. BGB), including statutory default interest and the lump sum under Section 288(5) BGB.

(6) Services exceeding the scope agreed in the Service Description (e.g., additional workshops, an expanded project scope) shall be remunerated separately at the Consultant's then-current rates, provided the Client has approved the additional effort in advance.

Section 6 – Confidentiality

(1) The parties undertake to treat all confidential information obtained from the other party in the course of the cooperation — in particular trade and business secrets, customer and employee data, strategies, concepts, and internal figures — as strictly confidential and to use it solely for purposes of performing the contract.

(2) The confidentiality obligation applies for the duration of the cooperation and for a further period of [e.g., 3 years] thereafter. Excluded is information that was demonstrably already publicly known, became publicly known without

breach of this obligation, was lawfully obtained from third parties, or must be disclosed pursuant to a statutory obligation.

(3) The Consultant is entitled to refer to the cooperation with the Client in general terms (e.g., as a reference, without disclosing confidential content) for marketing purposes, unless the Client objects.

Section 7 – Intellectual Property and Usage Rights

(1) All methods, models, frameworks, tools, templates, and other background know-how developed by the Consultant prior to, or independently of, the respective engagement ("Pre-Existing Materials") remain the sole property of the Consultant. The Client obtains no rights of use in such materials beyond the purpose of the specific project.

(2) Upon full payment of the fee, the Consultant grants the Client a simple, non-transferable right to use, for internal purposes and for the agreed purposes, the work products specifically prepared for the Client under the respective engagement (e.g., bespoke strategy papers, analyses, presentations), to the extent such work products incorporate the Consultant's Pre-Existing Materials.

(3) Any disclosure of the work products to third parties, or any use beyond the agreed purpose, requires the Consultant's prior written consent.

Section 8 – Liability

(1) The Consultant is liable without limitation for damages arising from injury to life, body, or health, and for intent (Vorsatz) and gross negligence (grobe Fahrlässigkeit).

(2) In the case of slightly negligent breach of material contractual obligations ("cardinal obligations") — obligations whose fulfilment is essential to the proper performance of the contract and on whose observance the Client may regularly rely — the Consultant's liability is limited in amount to the damage typically foreseeable at the time the contract was concluded.

(3) Liability for slightly negligent breach of any other, non-material contractual obligations is excluded.

(4) Liability under the German Product Liability Act (Produkthaftungsgesetz), and in the event the Consultant has assumed a guarantee, remains unaffected by the above limitations.

(5) The Consultant is not liable for entrepreneurial decisions made by the Client on the basis of the Consultant's recommendations, concepts, or analyses. Implementation is the Client's own responsibility.

(6) Once the Consultant holds professional indemnity insurance, any applicable cap on liability will, as set out in the respective Service Description, be limited to the coverage amount of that insurance; until then, the limitation under paragraph (2) applies.

Section 9 – Term and Termination

(1) Project-based engagements end upon delivery of the services agreed in the Service Description or upon expiry of the agreed term.

(2) Retainer agreements are entered into for an indefinite period or for a minimum term stated in the Service Description, and may be terminated by either party for convenience with [e.g., 4 weeks'] notice to the end of a calendar month, unless the Service Description provides otherwise.

(3) The right of either party to terminate for cause remains unaffected.

(4) Services already rendered shall be remunerated in accordance with the actual level of performance even in the event of early termination of the contract.

(5) Notices of termination require text form (Section 126b BGB).

Section 10 – Non-Solicitation

(1) The Client undertakes not to solicit or otherwise engage, for its own purposes, any employees or subcontractors deployed by the Consultant, during the term of the cooperation and for a period of [e.g., 12 months] thereafter, unless the Consultant has given prior written consent.

(2) In the event of a breach of paragraph (1), a contractual penalty may be separately agreed in the Service Description.

Section 11 – Data Protection

(1) The parties shall comply with the requirements of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) in performing the contract.

(2) To the extent the Consultant processes personal data on the Client's behalf in connection with the consulting services (in particular in process optimization or product management engagements), the parties shall enter into a separate data processing agreement pursuant to Article 28 GDPR prior to the commencement of such processing.

Section 12 – Final Provisions

(1) Amendments and additions to these Terms and to the respective Service Description require text form. This also applies to any waiver of this requirement of text form.

(2) The laws of the Federal Republic of Germany apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be the Consultant's place of business.

(4) Should any provision of these Terms be or become invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a valid arrangement that comes as close as possible to the economic purpose of the invalid provision.