

Service Terms and Conditions

of

Joanna Ritz (Freelancer)
Breite Straße 22
40213 Düsseldorf

1. Scope of Applicability

- (1) These General Terms and Conditions (“GTC”) shall apply to the services provided by Joanna Ritz (hereinafter also referred to as “Joanna Ritz”) to the contracting entity (hereinafter the “Client”). Joanna Ritz and the Client shall each hereinafter be referred to individually as a “Party” and collectively as the “Parties”.
- (2) Joanna Ritz offers these GTC and the services to be provided exclusively to businesses within the meaning of Section 14 German Civil Code (BGB), as well as partnerships, legal entities, legal entities under public law, public-law institutions, and special funds under public law, but not to consumers (Section 13 BGB).
- (3) In addition to these GTC, the basis of the business relationship between Joanna Ritz and the Client shall be the offer issued by Joanna Ritz to the Client, within which the Parties agree on the essential aspects of the services to be provided. Provisions deviating from these GTC in the offer or in other “Binding Agreements” (Binding Agreements being joint agreements on the adjustment, supplementation, or modification of the services, concluded at least in text form—email being sufficient—and legally supplementing these GTC) shall take precedence over these GTC.
- (4) Any terms and conditions of the Client shall not apply, even if their applicability is not expressly objected to in individual cases.
- (5) As soon as the Client accepts the offer of Joanna Ritz (at least in text form—email being sufficient), the Client commissions Joanna Ritz to provide the services specified in the offer or in Binding Agreements under the conditions set out therein as well as in these GTC, and a service agreement shall be concluded between the Parties.
- (6) Unless otherwise agreed by the Parties, the services to be provided by Joanna Ritz shall constitute services within the meaning of Sections 611 et seq. of the German Civil Code (BGB).
- (7) If Joanna Ritz processes personal data on behalf of the Client in the course of the contractual relationship, such processing shall be carried out on the basis of a data processing agreement pursuant to Article 28 GDPR (“DPA”), which the Parties may conclude.

2. Content of Relationship

- (1) The Client engages Joanna Ritz to provide services in relation to the topic of “career orientation and professional development”, including possible services such as consulting, workshops, coaching, training, and presentations for the Client (hereinafter also referred to as the “Engagement”).
- (2) As a general rule, Joanna Ritz shall be free to determine the time and place of performance of her services, as well as the manner of implementation of her strategies and measures, unless the Client provides explicit instructions to the contrary.
- (3) Unless expressly agreed otherwise by the Parties, Joanna Ritz shall not be obliged to achieve any economic or other specific success with her services. Joanna Ritz shall only be obliged to exercise the care of a prudent and diligent businessperson in the performance of her services.

- (4) Joanna Ritz does not provide legal, tax, or financial regulatory advice within the meaning of the German Legal Services Act (Rechtsdienstleistungsgesetz) or other professional regulations governing such professions.
- (5) The Client shall have no entitlement to the personal performance of the agreed services by Joanna Ritz. In this respect, Joanna Ritz shall be free to have the services performed by her own personnel or by appropriately qualified third parties engaged by her. Joanna Ritz shall in particular be entitled to have her services and/or partial services under an Engagement performed by third parties (including third-party companies, freelancers, or independent contractors), unless the Client expressly objects (text form sufficient) to the performance by the selected third parties for comprehensible and justified reasons. In the latter case, Joanna Ritz shall remain obliged to perform the services independently but shall be entitled to terminate the business relationship with the Client with one (1) month's notice.
- (6) Joanna Ritz shall be entitled to arrange for third-party services on behalf of the Client, where the Client requires specific third-party services. Unless otherwise agreed, such arrangement shall be effected by Joanna Ritz connecting the third party and the Client and, where applicable, facilitating the negotiations between them. However, any contractual relationship shall be concluded directly and exclusively between the third party and the Client.

3. **Obligation to Cooperate**

- (1) The Client shall be obliged to support Joanna Ritz to the best of its ability and capacity in the performance of the services and shall provide Joanna Ritz with all necessary data, information, rights, and documents in a timely manner, at the latest within forty-eight (48) hours after a corresponding request by Joanna Ritz, without infringing any third-party rights. If such information is not provided in due time, any agreed performance deadlines shall be extended by the duration of the delay.
- (2) In particular, the Client shall be responsible, as ancillary obligations, for providing the following cooperation duties on its own responsibility:
 - a. Provision of suitable premises for the performance of services by Joanna Ritz and, where services are to be provided on-site, ensuring adequate seating, technical equipment such as projectors, flipcharts, markers, etc., and, if required by Joanna Ritz, a specific arrangement of tables and chairs.
 - b. Ensuring the functionality of technical facilities required to enable participation in the services provided by Joanna Ritz.
 - c. Providing adequate food and beverages to participants of the services rendered by Joanna Ritz.
 - d. Where necessary and requested: booking an external venue and related services (in particular catering) at the Client's own expense for the performance of services by Joanna Ritz or reimbursing Joanna Ritz for costs incurred by booking such external venues and services.
 - e. Timely communication to participants of the date and location of the services provided by Joanna Ritz.
 - f. Ensuring that participants are able to attend the venue of Joanna Ritz's services and, where applicable, organizing and covering accommodation and catering.
 - g. Where necessary: granting the required usage rights to software used by the Client, in particular databases, server operating systems, and applications.
 - h. Where necessary: providing information on the Client's policies regarding remote access to the IT systems.
- (3) Joanna Ritz shall not be responsible for any delays or rescheduling caused by the Client's failure to fulfill its cooperation obligations or to do so on time. In such cases, Joanna Ritz shall be entitled, at her own discretion, to postpone the performance of her services accordingly or, subject to the cancellation provisions in Section 5 of these GTC, to claim the full agreed remuneration.
- (4) Joanna Ritz shall provide the Client with shared systems for the duration of the collaboration. These shared systems may include software enabling the Client to monitor the performance of services by Joanna Ritz and, where applicable, to track campaign performance. The Client shall be obliged to use these shared systems during the collaboration.
- (5) Unless otherwise specified in the offer, the Client shall inform Joanna Ritz in writing (text form sufficient) within ten (10) business days of receipt of the offer whether it accepts the offer or wishes to request amendments. Any requested amendments must be communicated in writing (text form sufficient).

- (6) For compelling reasons arising within the Client's sphere, such as illness or other unforeseen operational changes, the Client shall be entitled to reschedule an agreed appointment or agreed services once to a mutually suitable alternative date without increasing the agreed remuneration. In the event of any further rescheduling based on such reasons, the Client shall nevertheless be obliged to pay the remuneration attributable to the originally agreed appointment or services. In all other respects, the cancellation provisions in Section 5 of these GTC shall apply.
- (7) With regard to logos, trademarks, designs, company identifiers, or any other (copyright-protected) rights made available by the Client for the performance of services (hereinafter "Intellectual Property" or "IP"), the Client shall be solely responsible for ensuring legal and regulatory compliance. This includes, in particular, conducting trademark clearance searches and ensuring that the use of the Client's IP in connection with the services provided by Joanna Ritz or by third parties engaged does not infringe any third-party rights. If this is not the case and Joanna Ritz is held liable without being responsible for such infringement, the Client shall indemnify Joanna Ritz against such liability and, unless the Client assumes the conduct of the defense itself, reimburse Joanna Ritz for reasonable legal costs incurred.

4. **Remuneration**

- (1) Joanna Ritz shall receive remuneration for the services described in the offer, in any Binding Agreements, and in these GTC in the amount specified in the offer.
- (2) All components of the remuneration are stated net of statutory value added tax. As a rule, remuneration shall be payable within fourteen (14) days after receipt of a proper invoice by the Client to the bank account specified by Joanna Ritz. In the event of non-payment, Joanna Ritz shall be entitled to withhold her services until the corresponding payment has been credited to her account.
- (3) In the case of cross-border services within the European Union, value added tax shall be owed by the Client under the reverse charge mechanism, provided that the requirements pursuant to Section 13b German VAT Act (UStG) or the applicable EU Directive are met. In such cases, Joanna Ritz shall issue a net invoice stating "reverse charge". For Clients in the United Kingdom, the applicable UK tax regulations shall apply.
- (4) In the event of non-payment after the expiry of the payment deadline, Joanna Ritz shall be entitled to charge interest at the statutory rate (Section 288 German Civil Code (BGB)), currently amounting to nine (9) percentage points above the base rate.
- (5) Joanna Ritz shall be entitled at any time to request partial payments for self-contained parts of an Engagement. In particular, Joanna Ritz shall be entitled to request fifty percent (50%) of the agreed remuneration as an advance payment.
- (6) If Joanna Ritz is engaged to provide one-off services, she shall also be entitled to request one hundred percent (100%) of the agreed remuneration as an advance payment.
- (7) In the case of extensive engagements of longer duration (more than three (3) months from the conclusion of the service agreement), Joanna Ritz shall be entitled to request partial payments irrespective of the completion of self-contained parts of the Engagement, provided that the services invoiced are transparently reflected in the respective invoice for the Client.
- (8) If Joanna Ritz is engaged to provide ongoing services, she shall invoice monthly in arrears.
- (9) Travel costs and expenses shall be remunerated separately. The rates and amounts specified in the offer shall apply. Travel time shall be invoiced at fifty percent (50%) of the time-based remuneration at the rate specified in the offer. Unless otherwise agreed by the Parties, the following shall apply:
 - a. travel costs (flights within Europe economy class, international flights business class, rail travel first class, rental car golf class, private car EUR 0.60/km),
 - b. accommodation costs (four-star standard), and
 - c. catering expenses incurred during the period on site.
- (10) Reimbursement of expenses incurred by Joanna Ritz in the performance of her duties within the business relationship and not already covered by the remuneration shall be borne by the Client upon presentation of

original receipts or, where applicable, in advance upon presentation of corresponding offers, orders, or invoices.

5. Cancellation / Postponement

- (1) Subject to the provisions of Section 2(6), the provisions of this section shall apply to cancellations and rescheduling.
- (2) After the Client has accepted Joanna Ritz's offer and thus a service agreement regarding the agreed Engagement has been concluded, the Client may reschedule or cancel individual appointments only under the conditions set out below.
- (3) If the Client decides to reschedule an appointment, the Client shall be required to pay compensation in accordance with the following provisions:
 - a. In the event of rescheduling up to and including fourteen (14) business days prior to the agreed service date: payment of twenty percent (20%) of the agreed remuneration as compensation; however, any non-refundable travel costs and cancellation fees (e.g. for travel, venue bookings, service costs, etc.) shall be borne by the Client.
 - b. In the event of rescheduling within fourteen (14) business days prior to the agreed service date: payment of fifty percent (50%) of the agreed remuneration as compensation; however, any non-refundable travel costs and cancellation fees (e.g. for travel, venue bookings, service costs, etc.) shall be borne by the Client.
- (4) If the Client decides to cancel an appointment without good cause or to cancel or terminate the collaboration (hereinafter collectively also "Cancellation"), the Client shall be required to pay compensation in accordance with the following provisions:
 - a. In the event of cancellation up to and including twenty-eight (28) business days prior to the agreed service date: payment of fifty percent (50%) of the agreed remuneration as compensation; however, any non-refundable travel costs and cancellation fees (e.g. for travel, venue bookings, service costs, etc.) shall be borne by the Client.
 - b. In the event of cancellation between twenty-seven (27) and twenty-one (21) business days prior to the agreed service date: payment of seventy-five percent (75%) of the agreed remuneration as compensation; however, any non-refundable travel costs and cancellation fees (e.g. for travel, venue bookings, service costs, etc.) shall be borne by the Client.
 - c. In the event of cancellation within twenty (20) business days prior to the agreed service date: payment of one hundred percent (100%) of the agreed remuneration as compensation; however, any non-refundable travel costs and cancellation fees (e.g. for travel, venue bookings, service costs, etc.) shall be borne by the Client.

6. Reference

Joanna Ritz shall be entitled, during the course of the business relationship and thereafter, without any obligation to pay separate remuneration, to use the Client's trademarks, logos, names, designs, or other business identifiers in any form for her own marketing purposes.

7. Further Work

- (1) During the term of the service agreement, Joanna Ritz may undertake additional engagements for other clients. However, Joanna Ritz shall ensure that the assignments granted by the Client are performed in accordance with the agreement.
- (2) During the term of the service agreement, Joanna Ritz shall be expressly permitted, directly or indirectly, whether in her own capacity or as an employee, to work for a company competing with the Client or to engage in her own business activities that may compete with the Client. In doing so, Joanna Ritz shall comply with the confidentiality obligations set out in Section 11 of these GTC.

8.

Rights of Use

- (1) Information, documents, presentations, analyses, concepts, and other work results created by Joanna Ritz for or in the course of the collaboration with the Client (hereinafter also referred to as “Work Results”) may be subject to copyright protection and are intended exclusively for the contractually agreed purpose.
- (2) All rights and usage rights in the Work Results of Joanna Ritz that exist or arise through the engagement and performance of services under the service agreement—particularly with respect to Work Results relating to the topic of “career orientation and professional development”—shall remain exclusively with Joanna Ritz. However, Joanna Ritz grants the Client a non-exclusive right of use for the duration of the service agreement and thereafter for as long as the Client uses Joanna Ritz’s services in accordance with the agreement.
- (3) Joanna Ritz shall furthermore remain entitled, in particular, to use her know-how, drafts, designs, ideas, sketches, and all Work Results for measures and their implementation also for other engagements and activities for other clients. In doing so, Joanna Ritz shall, in particular, comply with the confidentiality provisions set out in Section 11 of these GTC.
- (4) Any use beyond the scope agreed within the collaboration, including any exploitation, adaptation, modification, reproduction, or publication of the Work Results, as well as any rights and usage rights of Joanna Ritz by the Client, shall only be permitted with the prior consent of Joanna Ritz (at least in text form—email being sufficient).

9.

AI-Systems

- (1) Joanna Ritz shall be entitled to use AI systems to support the performance of her services, in particular for the analysis and processing of data.
- (2) The use of AI systems shall take place exclusively on the basis of a data processing agreement concluded between Joanna Ritz and the respective provider or operator of the AI system, and in compliance with applicable data protection and confidentiality requirements.
- (3) Personal data, particularly sensitive data, as well as trade secrets shall not be processed by Joanna Ritz using AI systems, or shall be anonymized prior to such processing.
- (4) Notwithstanding the use of AI systems, responsibility for the professional review, validation, and final evaluation of all work results shall remain with Joanna Ritz.

10.

Liability

- (1) Joanna Ritz shall be obliged to perform all engagements with professional and commercial diligence, to the best of her knowledge and belief, and in accordance with the generally accepted principles of consulting practice.
- (2) Joanna Ritz shall be liable for any damages incurred by the Client due to culpable conduct on her part without limitation in cases of intent and gross negligence, and in cases of slight negligence only for the breach of essential contractual obligations typical for the contract, and then limited to the damage foreseeable at the time of contract conclusion. The above limitation shall not apply in cases of injury to life, body, or health or where such limitation would be contrary to mandatory statutory law.
- (3) Liability of Joanna Ritz for indirect damages and consequential damages, in particular loss of profit, shall be excluded.
- (4) Joanna Ritz shall expressly not be liable vis-à-vis the Client or any third party for damages resulting from improper use or implementation of the services, solutions, or rights developed in the context of an Engagement. Such improper conduct may in particular consist in insufficient implementation of Joanna Ritz’s recommendations by the Client. The Client shall be solely responsible for the proper use of the services provided or developed by Joanna Ritz.
- (5) In all other respects, the statutory provisions on liability shall apply.

11.

Confidentiality

- (1) In the course of the collaboration, both Parties may gain knowledge of trade secrets of the other Party or of third parties. A trade secret shall mean information which is neither generally known nor readily accessible to persons who usually deal with this type of information, and therefore has commercial value and is subject to reasonable measures to keep it secret (cf. Section 2 German Trade Secrets Act (GeschGehG)).
- (2) A trade secret shall furthermore include information that is designated as a trade secret, is protected by intellectual property rights or copyright, is subject to banking secrecy or data protection, and in respect of which there is a legitimate interest in maintaining confidentiality. The following shall not constitute trade secrets:
 - a. information that was already known to the respective receiving Party prior to disclosure;
 - b. information that became publicly known after disclosure without involvement of the receiving Party;
 - c. information that the receiving Party obtained from a third party lawfully entitled to disclose such information;
 - d. information that was independently developed by the receiving Party;
 - e. information that must be disclosed by law, by administrative order, or by court decision; to the extent permitted by law, the receiving Party shall inform the other Party prior to any disclosure of confidential information;
 - f. information the use or disclosure of which is permitted for the receiving Party by mandatory statutory provisions or by the Engagement.
- (3) The receiving Party, as well as all persons coming into contact with trade secrets as intended, shall be obliged to treat such trade secrets as strictly confidential and to use or disclose them to third parties or employees only where necessary for the purposes of the business. Otherwise, the receiving Party shall protect the trade secrets against access by third parties.
- (4) The Parties shall impose on their employees or third parties to whom they disclose confidential information an obligation to treat such information as confidential within the scope of their respective employment or service relationships, provided that such confidentiality obligations shall continue to apply beyond the termination of the respective employment or service relationship, unless an equivalent general obligation of confidentiality already exists.
- (5) Any items, files, or other intangible objects containing trade secrets shall, upon request of the disclosing Party or at the latest upon termination of the contractual relationship, be deleted or returned to the disclosing Party without undue delay, unless statutory retention obligations prevent this.

12.

Data Privacy

- (1) Joanna Ritz collects, processes, and uses personal data in connection with the provision of her services to the Client. Information regarding the handling of personal data within the scope of the service agreement can be found in our privacy policy, which is available at any time at <https://www.joannaritz.com/privacy-policy>.
- (2) If, in the course of the service agreement, Joanna Ritz obtains access to personal data of the Client or third parties, she warrants that such data will only be processed in a lawful manner, for purposes consistent with the contract, and in compliance with all applicable legal requirements.

13.

Term & Termination

- (1) The duration of the business relationship between the Parties shall be determined by the duration or term of the engagements to be carried out hereunder or, alternatively, by the agreements of the Parties as set out in the offer.

- (2) Unless otherwise specified in the offer, the business relationship shall end upon completion of the engagements and full performance of the respective agreed obligations or upon expiry of the agreed term.
- (3) If the Parties have agreed on a so-called "retainer term", i.e. the ongoing provision of services with monthly support or other support structured in defined time periods or agreed services, the term of the contract shall be six (6) months in each case.
- (4) The notice period for the termination of ongoing services under a retainer term shall be three (3) months to the end of a calendar month. Termination must be made in writing. In the absence of termination, the contract term shall automatically renew for further periods of six (6) months.
- (5) During the term of a specific engagement, the business relationship may only be terminated by either Party for good cause. If Joanna Ritz exercises this right of termination, the Client shall have no right to claim damages due to the early termination of the business relationship. The services rendered up to the effective date of termination shall be properly invoiced and remunerated.
- (6) In the event of termination for cause by Joanna Ritz, Joanna Ritz shall remain entitled to claim the agreed remuneration for services rendered up to the effective date of termination (on a pro rata basis, where applicable). If the termination for cause is based on misconduct or a material breach of contract by the Client, Joanna Ritz shall furthermore be entitled to claim compensation for damages and expenses incurred as a result of her reliance on the continuation of the business relationship.

14. **Choice of Law & Place of Jurisdiction**

- (1) This service agreement and all disputes arising out of or in connection with this service agreement shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- (2) The exclusive place of jurisdiction for all disputes between the Parties arising out of or in connection with this service agreement shall, subject to mandatory statutory provisions regarding jurisdiction, be Düsseldorf, Germany.

15. **Final Provisions**

- (1) Should any provision of this agreement be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The Parties shall replace such provisions with valid and enforceable provisions that come as close as possible to the meaning, economic purpose, and intent of the Parties. The same shall apply to any unintended regulatory gaps.
- (2) All materials, documents, data, data carriers, access credentials, passwords, etc. provided or made available by Joanna Ritz in connection with her services under the service agreement shall, at the request of the Client, or at the latest upon termination of the service agreement, be returned to the Client or deleted without undue delay.
- (3) Any amendments or supplements to these GTC and to the entire service agreement between the Parties shall require text form in order to be effective, unless the following provisions stipulate specific form or procedural requirements:
 - a. Amendments and supplements made (or required to be made) due to changes in legal or technical requirements relating to the performance of Joanna Ritz's services, which do not have any adverse effect on the Client's contractual rights, shall become effective if the Client does not object to such amendment within one (1) month after receipt of the amendment notice in text form and Joanna Ritz has previously informed the Client of its right to object. If the Client objects, the service agreement shall continue unchanged and Joanna Ritz shall be entitled to terminate the service agreement for good cause with a notice period of one (1) month to the end of the following calendar month.
 - b. Amendments and supplements to the service agreement made by Joanna Ritz due to changes in service-related, remuneration-related, or other commercial or operational requirements, which have a negative impact on the Client, shall only become effective if the Client expressly agrees to them. In the absence of such consent, the service agreement shall continue unchanged and Joanna Ritz shall be entitled to terminate the service agreement in accordance with the agreed notice periods.

- c. The requirement of text form shall also apply to any amendment to this form clause. The precedence of individual ancillary agreements shall remain unaffected.
- d. The aforementioned time limits shall not apply, and only a right to information shall exist regarding amendments to the service agreement, where such amendments are necessary to prevent an unforeseen and imminent risk in order to protect against fraud, malware, spam, breaches of data protection, or other cybersecurity risks.

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