

# General Terms and Conditions (GTC) for Consulting, Training, Speaking and Coaching Services

Nina Zolezzi Consulting

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## Provider

Nina Zolezzi, NeuroLeadership Consultant, freelance business consultant within the meaning of sec. 18 (1) no. 1 German Income Tax Act (EStG)  
Borsteler Chaussee 196, 22453 Hamburg, Germany  
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Tax number: 49/157/04625 | VAT ID: DE 42 93 68 993  
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## Sec. 1 Scope of Application and Definitions

**1.1** These General Terms and Conditions (GTC) apply to all contracts for consulting, training, workshop, speaking and coaching services between Nina Zolezzi (the "Consultant") and her clients. The GTC are made available to the client in text form no later than with the offer and are kept available for review in a reasonable manner; they become part of the contract upon placement of the order (sec. 305 (2) BGB).

**1.2** The version valid at the time the contract is concluded shall apply. The current version is available for review and download at [www.nina-zolezzi.com/agb](http://www.nina-zolezzi.com/agb).

**1.3** Towards businesses, these GTC also apply to future contracts of the same kind without a fresh reference being required. Towards consumers they are incorporated only if express reference is made to them in the individual case.

**1.4** Conflicting or deviating terms and conditions of the client do not become part of the contract unless the Consultant expressly agrees to their application in text form. This also applies where the Consultant performs the services without reservation in the knowledge of such terms.

**1.5** A consumer is any natural person who enters into the contract for purposes that are predominantly outside their trade, business or profession (sec. 13 BGB). A business is a natural or legal person or a partnership with legal capacity that acts in the exercise of its trade, business or profession when concluding the contract (sec. 14 BGB). Provisions that apply only to consumers or only to businesses are marked as such.

## Sec. 2 Formation of Contract

**2.1** Offers of the Consultant are non-binding unless expressly designated as binding. An offer designated as binding is valid for 30 calendar days from its date.

**2.2** The contract is formed by the client's acceptance of the offer in text form (email is sufficient) and the Consultant's order confirmation. If the Consultant begins performance at the client's request before an order confirmation is issued, the contract is deemed concluded upon commencement of performance.

**2.3** Side agreements, amendments and supplements to the contract require text form.

## Sec. 3 Subject Matter and Nature of the Services

**3.1** The scope of a specific consulting, training or coaching assignment is agreed on a case-by-case basis and follows from the respective offer or statement of work.

**3.2** The Consultant's services are services within the meaning of secs. 611 et seq. BGB. What is owed is the professional performance of the agreed activity, not a particular economic, health-related, organisational or personal result. No result is promised or guaranteed.

**3.3** The services are independently and autonomously conceived, knowledge-imparting and advisory activities within the meaning of sec. 18 (1) no. 1 EStG. No standardised products, recordings, licences or self-study courses are sold.

**3.4** The Consultant's services are based on her professional experience and correspond to the state of knowledge and information available to her at the time they are produced. The Consultant provides recommendations for action as part of her advisory services. The client alone decides whether to implement them and bears responsibility for implementation.

## Sec. 4 Delimitation from Medical Treatment, Therapy and Crisis Intervention

**4.1** The Consultant's services are educational, advisory and reflective services in a professional context. They do not constitute medical treatment, psychotherapy, psychological treatment, diagnosis, or any medical or health care service. No activity under the German Heilpraktikergesetz or Psychotherapeutengesetz is performed or offered.

**4.2** The services do not replace medical, psychotherapeutic or psychiatric treatment. They are not a crisis or emergency service. The Consultant is not available outside agreed appointments.

**4.3** The client and the participants are themselves responsible for their physical and mental health. Ongoing medical or therapeutic treatment must be continued on the participant's own responsibility. The Consultant gives no recommendations on diagnosis, medication or treatment.

**4.4** If it emerges in the course of the engagement that an issue requires medical or therapeutic assessment, the Consultant will say so and is entitled to decline or discontinue the service to that extent. Services rendered up to that point are payable.

**4.5** The client warrants that it will inform the participants of clauses 4.1 to 4.4 before the engagement begins.

## **Sec. 5 Performance, Use of Third Parties, Independence**

**5.1** The Consultant is free from instructions in the provision of her services and acts at her own professional discretion and on her own responsibility. She is not integrated into the client's work organisation, determines her own working time and place of work, uses her own equipment and works for other clients. This contract does not create an employment relationship or a relationship of temporary agency work.

**5.2** The Consultant is entitled to have the contractual obligations incumbent upon her performed in whole or in part by third parties (vicarious agents). For one-to-one coaching and for services expressly tied to her person, the use of third parties requires the client's prior consent in text form. Payment of the third party is made exclusively by the Consultant. No contractual relationship arises between the third party and the client. The Consultant is liable for her vicarious agents pursuant to sec. 278 BGB.

**5.3** The contracting parties undertake to be mutually loyal.

## **Sec. 6 Client's Duties to Cooperate**

**6.1** The client shall ensure that the organisational framework conditions at its place of business allow the assignment to be performed with as little disruption as possible and in a manner conducive to rapid progress.

**6.2** The client shall inform the Consultant in good time, comprehensively and without special request of all matters and circumstances relevant to performance, including previous and ongoing consultations, and shall provide all necessary documents. This also applies to documents and circumstances that only become known during the engagement.

**6.3** For online formats the client shall ensure that participants have a stable internet connection, a suitable device and a working camera and microphone, and that they use an undisturbed and confidential workspace. Disruptions originating in the sphere of the client or the participants are not at the Consultant's expense; the agreed fee remains payable in such cases.

**6.4** The client shall name a responsible contact person with decision-making authority.

**6.5** If the client fails to perform its duties to cooperate, agreed deadlines are extended appropriately. Additional effort arising as a result is remunerated separately at the agreed rates.

## **Sec. 7 Appointments, Rescheduling and Cancellation**

**7.1** Appointments are agreed bindingly in text form.

**7.2** An agreed appointment may be rescheduled once free of charge up to 21 calendar days before the appointment, provided a replacement date within six months is agreed. If a rescheduled appointment is subsequently cancelled, the cancellation fee under clause 7.3 is calculated by reference to the originally agreed date. Clause 7.3 applies in all other respects.

**7.3** If the client withdraws from the consulting or training contract without good cause, the client shall pay a cancellation fee. Unless otherwise agreed, the following applies:

- Cancellation earlier than 42 calendar days before the agreed date: no cancellation fee
- Cancellation from the 42nd to the 21st calendar day before the agreed date: 50 % of the agreed fee
- Cancellation from the 20th to the 15th calendar day before the agreed date: 75 % of the agreed fee
- Cancellation from the 14th calendar day before the agreed date: 100 % of the agreed fee

**7.4** The client remains free to prove that no loss was incurred at all or that the loss is substantially lower than the above flat rate. The Consultant remains free to prove a higher loss. Expenses saved and any alternative earnings of the Consultant are credited.

**7.5** Irrespective of clause 7.3, travel and third-party costs already incurred that cannot be cancelled shall be reimbursed in the amount evidenced.

**7.6** If the Consultant is prevented from performing for reasons for which she is not responsible, in particular illness, accident or force majeure, she shall offer a replacement date or, with the client's consent, a suitably qualified substitute. If neither is achieved, the fee for the cancelled service lapses and payments already made are refunded. Further claims of the client exist only in accordance with sec. 14.

**7.7** A minimum and maximum number of participants may be agreed for group formats. If the minimum number is not reached, the Consultant is entitled to cancel the appointment up to 7 calendar days beforehand; clause 7.6 sentence 2 applies accordingly.

## **Sec. 8 Fees, Expenses and Payment**

**8.1** The Consultant receives a fee for her services in accordance with the respective contract. Unless otherwise agreed, she charges on the basis of the daily rate applicable when the contract is concluded; one consulting day comprises 8 hours. Part days are charged pro rata at the agreed hourly rate. Flat fees for webinars, expert talks and keynotes include the preparation and follow-up effort specified in the offer.

**8.2** The Consultant is entitled to issue interim invoices in accordance with the progress of the work and to demand payment on account. For first engagements and for orders exceeding EUR 5,000 net, an advance payment of 30 % on placement of the order may be agreed. In the event of non-payment of interim invoices, the Consultant is entitled, following an unsuccessful reminder with a reasonable deadline, to withhold further services. The assertion of further claims remains unaffected.

**8.3** Unless otherwise agreed, the Consultant invoices monthly in arrears.

**8.4** Invoices are due for payment without deduction within 15 calendar days of receipt. On expiry of this period the client is in default without a further reminder (sec. 286 (2) no. 2 BGB). Towards consumers, default occurs 30 days after receipt of the invoice provided the consumer was specifically informed of this consequence in the invoice (sec. 286 (3) BGB).

**8.5** In default the client owes interest at 9 percentage points above the base rate, and at 5 percentage points above the base rate towards consumers. Towards businesses a flat fee of EUR 40 pursuant to sec. 288 (5) BGB is also charged. The right to claim further damages caused by default is reserved.

**8.6** All amounts are net plus statutory value added tax and are payable without deduction to the account specified by the Consultant. The Consultant issues an invoice entitling the client to deduct input tax with all legally required features. For services to businesses established elsewhere in the European Union, the tax liability shifts to the recipient pursuant to sec. 3a (2) UStG in conjunction with arts. 44 and 196 of the VAT Directive (reverse charge). The client shall provide its valid VAT identification number before invoicing; otherwise German VAT is charged. Towards consumers all prices are inclusive of statutory value added tax.

**8.7** Invoices are issued and transmitted electronically. The client consents to electronic invoicing. Business clients established in Germany shall ensure that they are able to receive structured electronic invoices pursuant to sec. 14 UStG (standard EN 16931, for example XRechnung or ZUGFeRD).

**8.8** The client is entitled to set off or withhold payment only where its counterclaim is undisputed or has been finally determined by a court, or arises from the same contractual relationship.

**8.9** Unless otherwise agreed, travel and transportation costs are charged as follows: accommodation in suitable upper mid-range accommodation, rail travel first class, flights economy class and business class from four hours' flying time, rental car and taxi in the amount of the actual expenses against receipts. Travel by car is reimbursed at EUR 0.50 per kilometre. Travel time is remunerated from the second hour in each direction at 50 % of the agreed hourly rate. Travel costs and travel time remuneration are subject to value added tax.

**8.10** Cash expenses, in particular for the reproduction of seminar and workshop documents, special materials, external costs for flip chart records, postal charges and materials produced at the client's request, are charged separately. Expenses exceeding EUR 250 net are agreed in advance in text form.

**8.11** Follow-up and supplementary contracts do not change the due dates of fees under the original contract.

**8.12** In framework agreements with a term of more than twelve months, the Consultant is entitled to adjust her rates once a year with three months' notice in text form. If the fee increases by more than 5 %, the client may terminate the framework agreement within one month of receipt of the notification with effect from the date the increase takes effect. Individual services already ordered on a binding basis remain unaffected.

## Sec. 9 Intellectual Property and Rights of Use

**9.1** Copyright and other rights in the services rendered and materials produced by the Consultant, her staff and commissioned third parties, in particular offers, concepts, reports, analyses, programmes, presentations, handouts, models, exercises, worksheets, drafts and data carriers, remain with the Consultant. This also applies to the Consultant's programme and format names, in particular "ThriveLab".

**9.2** The client receives a simple, non-exclusive, non-transferable and non-sublicensable right of use in the materials provided, unlimited in territory and time, for internal purposes and for the persons and organisational units involved in the contract. Any transfer to third parties, affiliated companies or group companies, any adaptation or translation, and any use for the client's own training, consulting or marketing offerings require the Consultant's prior consent in text form.

**9.3** Use of the materials to train, fine-tune or augment artificial intelligence systems, and any input of the materials into such systems, is not permitted without the Consultant's prior express consent in text form.

**9.4** The client is not entitled to reproduce or distribute the Consultant's services without her express consent. Unauthorised reproduction or distribution gives rise to no liability of the Consultant towards third parties, in particular not for the accuracy of the content.

**9.5** Recordings of sessions, workshops and online formats, whether video, audio or screen capture, are permitted only with the prior consent of all participants in text form. Recordings made without consent must be deleted without delay. The client shall place the participants under a corresponding obligation.

**9.6** A breach of this section entitles the Consultant to terminate the contractual relationship with immediate effect and to assert further claims, in particular for injunctive relief and damages.

## Sec. 10 Confidentiality

**10.1** The Consultant undertakes to maintain confidentiality regarding all business matters of the client of which she becomes aware, in particular business and trade secrets.

**10.2** The client and the participants undertake in the same way to keep the Consultant's content, methods and materials confidential. In group formats the following additionally applies: personal statements of other participants are not disclosed outside the group. The client shall place the participants under a corresponding obligation.

**10.3** The Consultant is released from her confidentiality obligation towards the vicarious agents she uses. She must, however, impose the confidentiality obligation on them and is liable for their breach as for her own.

**10.4** The confidentiality obligation continues without time limit for trade secrets within the meaning of sec. 2 no. 1 GeschGehG and for personal content arising from coaching and reflective conversations. For other confidential information it ends five years after the end of the contract.

**10.5** The confidentiality obligation does not apply where disclosure is required by law or is necessary to avert a present and serious danger to life or limb.

## Sec. 11 Data Protection

**11.1** The Consultant processes personal data in accordance with the GDPR and the German Federal Data Protection Act. Details are set out in the privacy notice at [www.nina-zolezzi.com/legal-notice](http://www.nina-zolezzi.com/legal-notice).

**11.2** Where the Consultant processes personal data in her own name and for her own purposes, in particular for contract performance, invoicing and documentation of her advisory services, she is the controller within the meaning of art. 4 no. 7 GDPR.

**11.3** Where the Consultant processes personal data exclusively on the client's instructions, the parties shall conclude a data processing agreement pursuant to art. 28 GDPR before processing begins. That agreement takes precedence over these GTC.

**11.4** In coaching and reflective formats, information may be processed that constitutes health data within the meaning of art. 9 GDPR. Such processing takes place only on the basis of the explicit consent of the data subject pursuant to art. 9 (2) lit. a GDPR, which may be withdrawn at any time with effect for the future. The client receives no content from one-to-one coaching; any feedback to the client is provided exclusively in anonymised and aggregated form.

**11.5** The client shall ensure that the data protection requirements for transferring personal data to the Consultant are met, in particular that the data subjects have been informed.

## **Sec. 12 References**

**12.1** The Consultant is entitled to refer to the existing or former business relationship with the client, stating the name and using the company logo, on her website and in printed materials, provided the client has given prior consent in text form. Consent may be withdrawn at any time with effect for the future.

**12.2** Without separate consent, the Consultant is entitled to describe the engagement in anonymised form, for example as "a mid-sized logistics company in northern Germany".

## **Sec. 13 Defects and Remedy**

**13.1** The Consultant's services are based on the information available at the time they are produced and on the information provided by the client.

**13.2** The client shall notify defects in the services without delay, and at the latest within 14 days of them becoming apparent, in text form. This notification duty applies only towards businesses.

**13.3** The Consultant is entitled and obliged, regardless of fault, to rectify any inaccuracies and defects in her services that become known, and shall inform the client of this without delay.

**13.4** Sec. 15 applies to limitation of actions.

## **Sec. 14 Liability**

**14.1** The Consultant is liable without limitation for intent and gross negligence, for damage arising from injury to life, body or health, for fraudulent concealment of a defect, where a guarantee has been given, and under the German Product Liability Act.

**14.2** In cases of simple negligence the Consultant is liable only for breach of a material contractual obligation. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the client may regularly rely. In such cases liability is limited to the foreseeable damage typical for this type of contract at the time the contract was concluded, and in any event to a maximum of EUR 10,000 per claim and EUR 20,000 per contract year.

**14.3** Liability is otherwise excluded.

**14.4** The above limitations of liability also operate in favour of the Consultant's legal representatives and vicarious agents.

**14.5** The above provisions do not involve any change in the burden of proof to the client's detriment.

**14.6** The Consultant maintains professional indemnity and financial loss liability insurance. Evidence of cover is provided on request.

## **Sec. 15 Limitation of Actions**

**15.1** Claims of the client against the Consultant become time-barred one year after the statutory commencement of the limitation period.

**15.2** By way of derogation from clause 15.1, the statutory limitation periods apply to claims under clause 14.1 and to all claims of consumers.

## **Sec. 16 Duration and Termination**

**16.1** The contractual relationship generally ends upon complete provision of the agreed services.

**16.2** Notwithstanding the above, the contract may be terminated at any time for good cause by either party without notice by declaration in text form. Good cause exists in particular where a party breaches material contractual obligations despite a reminder and the setting of a grace period of at least 14 days.

**16.3** Where the services are services of a higher nature entrusted on the basis of particular confidence, in particular one-to-one coaching, the right of both parties to terminate at any time under sec. 627 BGB remains unaffected. The Consultant will not exercise this right at an inopportune time.

**16.4** In multi-part programmes, in particular module series, the services rendered up to termination are remunerated pro rata. Clause 7.3 remains unaffected for appointments already scheduled but not held.

## Sec. 17 Force Majeure

**17.1** Events of force majeure that substantially impede or prevent performance, in particular natural events, epidemics and official measures, war, strike and failure of telecommunications or power supply, entitle both parties to postpone performance for the duration of the impediment.

**17.2** If the impediment lasts longer than three months, either party may terminate the affected individual order. Services already rendered are payable; there are no further claims.

**17.3** In-person formats that cannot take place for such reasons will be delivered online where possible. Clause 7.3 does not apply in such cases.

## Sec. 18 Safeguarding Independence and Non-Solicitation

**18.1** The parties undertake not to actively solicit employees and permanent vicarious agents of the other party who were directly involved in the engagement, during the term of the contract and for twelve months thereafter. Public job advertisements and unsolicited applications made in response to them remain permissible.

## Sec. 19 Special Provisions for Consumers

**19.1** Towards consumers, all price statements are inclusive of statutory value added tax.

**19.2** For contracts concluded exclusively by means of distance communication or away from business premises, the consumer has a right of withdrawal in accordance with the following instruction.

### Instruction on Withdrawal

**Right of withdrawal.** You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of conclusion of the contract. To exercise the right of withdrawal you must inform us, Nina Zolezzi, Borsteler Chaussee 196, 22453 Hamburg, Germany, email [info@nina-zolezzi.com](mailto:info@nina-zolezzi.com), of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email. You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal.** If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested that the provision of services begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

**Early expiry of the right of withdrawal.** In the case of a contract for the provision of services, the right of withdrawal expires where we have fully performed the service and only started performance after you gave your express consent and at the same time acknowledged that you would lose your right of withdrawal upon our complete performance of the contract.

### End of the instruction on withdrawal

**19.3** The Consultant is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board. There is no obligation under sec. 36 VSBG because the Consultant does not employ more than ten people.

**19.4** Towards consumers the statutory limitation periods and the statutory place of jurisdiction apply. Provisions of these GTC that deviate from this do not apply to consumers.

## Sec. 20 Final Provisions

**20.1** The place of performance is Hamburg, Germany.

**20.2** If the client is a merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with the contract is Hamburg. The Consultant is additionally entitled to bring proceedings at the client's general place of jurisdiction. Towards consumers the statutory place of jurisdiction applies.

**20.3** These GTC and the respective contract are governed by substantive German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers habitually resident outside Germany, the mandatory consumer protection provisions of their state of residence under art. 6 of the Rome I Regulation remain unaffected.

**20.4** These GTC exist in a German and an English version. The contract language is the language in which the contract was concluded. In the event of discrepancies between the language versions, the German version prevails for contracts governed by German law.

**20.5** All declarations of a legally binding nature based on these GTC or the contract must be made in text form (email is sufficient) to the address of the other contractual partner last notified. Each party shall notify the other without delay of any change to its contact details.

**20.6** The headings chosen for the individual sections serve clarity only and are not to be used for the interpretation of these GTC or the contract.

**20.7** The assignment of individual rights and obligations arising from these GTC and the contract is permitted only with the express consent of the other contracting party in text form. Sec. 354a of the German Commercial Code remains unaffected.

**20.8** Should individual provisions of these GTC or of the contract be or become legally ineffective, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The statutory provisions shall apply in place of the ineffective provision (sec. 306 (2) BGB). Towards businesses the parties shall in addition replace the ineffective provision with a valid provision that comes closest to its economic purpose.

**20.9** Amendments to these GTC are notified to the client in text form. Contracts already concluded continue to be governed by the version agreed when they were concluded.

## Annex: Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

To: Nina Zolezzi, Borsteler Chaussee 196, 22453 Hamburg, Germany, email: [info@nina-zolezzi.com](mailto:info@nina-zolezzi.com)

I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract for the provision of the following service:

\_\_\_\_\_

Ordered on (\*) / received on (\*): \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper): \_\_\_\_\_

Date: \_\_\_\_\_ (\*) Delete as appropriate.

\*Note: This draft was prepared to the best of our knowledge on the basis of the current legal position and does not replace legal advice. A review by a qualified lawyer is recommended before publication, in particular of the withdrawal instruction and the limitation of liability.\*