

(1) Our understanding of coaching

Coaching is an individual process-oriented and solution-oriented form of consulting that aims to support, promote, and develop individuals. Coaching is a voluntary process and one that is actively supported by the client acting on his or her own responsibility. The goal of the shared work between the client and the coach is to reflect and to expand on the client's existing ability to act.

Coaching is carried out on the basis of the preparatory discussions held between the appointee and the client. It is based on cooperation and mutual trust. The appointee is available to the client in the form of process guidance as a support when it comes to decisions and changes – the actual change work is done by the client. The client should therefore be open and willing to face up to himself or herself and his or her situation.

Coaching is not a form of psychotherapy and is not intended to replace it. Coaching is based on a coach-client relationship characterized by a cooperative partnership, something that clearly distinguishes the role of the coach from therapists and doctors. Being able to participate in coaching appointments requires normal mental and physical resilience.

(2) Fee, ancillary costs, due dates, and terms of payment

a. Fee

The client is liable for payment of the coaching fee. If a commitment to meet costs is available from another source, as long as the source is not deemed unpromising from the outset, the fee will first be demanded from the party making the commitment. If that party does not pay within a reasonable period of time, the fee can also be claimed from the client.

b. Ancillary costs:

Reasonable ancillary costs incurred shall be borne by the client, unless such an arrangement has been excluded by agreement. Ancillary costs to be reimbursed include travel and accommodation expenses.

Travel expenses: Depending on the venue, airfare (cheapest ticket alternative), train (2nd class), or car (0.45 EUR per km driven) after prior consultation with the client.

Overnight stays: If required, and depending on the length of the assignment, in a hotel of the client's choice with the client paying for the accommodation costs including breakfast.

c. Due dates and terms of payment

The fee is due after conclusion of the contract in each case.

(3) Postponement and cancellation of appointments

Agreed appointments are binding. The same applies to the free preliminary consultation. The time and place of coaching are mutually agreed upon by the coaching partners. The client agrees to be on time for all sessions.

Cancellation or rescheduling of coaching sessions free of charge is possible no later than two working days before the appointment. Thereafter, 50% of the fee for the canceled appointment will be charged and the coaching service for that appointment will be treated as having been fulfilled. A separate agreement must be made for a make-up date, if the client desires one. In case of no-show, or of cancellation not before the day of the agreed provision of consulting services, the full fee is due as a cancellation fee. Separately billable expenses/incidental costs that are saved will not be invoiced under any circumstances.

The client reserves the right to demonstrate that the appointee has not suffered any loss at all as a result of the cancellation of the appointment, or that the loss is significantly lower than the flat fee stipulated herein.

(4) Force majeure and other obstacles to provision of services

The appointee is entitled to postpone the agreed coaching dates in case of *force majeure*. This also includes impediments to provision of services that have arisen due to illness, accident, or similar. In this case, the appointee will notify the client as soon as possible and offer an alternative appointment.

(5) Confidentiality and data protection

- a. The appointee and the client are obliged to maintain confidentiality about all information that becomes known to them in connection with the execution of the contract, regardless of whether this concerns the parties themselves or their business relations, unless one party releases the other from this obligation to maintain confidentiality.
- b. In the same manner, both contracting parties shall observe the statutory provisions on data protection.
- c. The appointee shall undertake to bind the persons employed for the execution of the contract to the aforementioned sections a) and b) and to prove this to the client upon request.

(6) Final provisions

- a. Amendments and supplements to this contract must be made in text form in order to take effect.
- b. If individual provisions of these GT&C are or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties shall replace the invalid provision with another provision that comes closest to the economic intent of the omitted provision in a permissible manner.
- c. All claims arising from this contract shall be governed exclusively by the laws of the Federal Republic of Germany, with the exception of the provisions of private international law applicable to any other legal system.
- d. The place of jurisdiction for all disputes arising from this contractual relationship shall be the headquarters of the appointee.