

General terms and conditions

§1 Preamble

(1) These "general terms and conditions for consultancy agreements with Coachkontor e.K." are an integrated part of employment contracts relating to the specialized consultation of clients by Coachkontor e.K.

(2) If any provision of the terms and conditions should become invalid, this invalidity shall not affect the validity of the remaining provisions.

(3) Coachkontor e.K. is authorized to allocate the consulting assignment (completely or partially) to competent employees or independent partners.

(4) The client ensures that the organizational conditions will permit uninterrupted work conducive to the efficient performing of the consulting process during on-site fulfillment of the consulting assignment.

(5) The client ensures that, even without an express request, Coachkontor e.K. will receive in a timely fashion all documents necessary for fulfilling and executing the consulting assignment and will be informed of all procedures and circumstances important for the execution of the assignment. This also applies to all documents, procedures, and circumstances that do not become known until consultation has begun. Coachkontor e.K. is not obligated to remind the client of his obligation to cooperate in a timely fashion.

(6) The client ensures that his employees and the legally provided and possibly established employee representation (workers' council) are properly informed prior to the start of consulting activities.

(7) The confidential relationship between the client and Coachkontor e.K. requires that the advisor be thoroughly informed of previous and/or current consultation projects – even in other areas.

§ 2 Area of Application and Scope

(1) The terms and conditions apply when their applications have been expressly agreed upon.

(2) All consulting contracts and other agreements are only legally binding when confirmed and properly signed by the client and are only mutually binding in the scope stipulated in the written contract. Verbal order placement is possible in exceptional cases.

§ 3 Scope of the consulting assignment

(1) The scope of the consulting assignment is contractually agreed upon.

§4 Change in the service scope

(1) In the event of substantial changes to the agreed upon service scope, the contracting parties are obligated to negotiate an adjustment of the consulting terms. The content and procedure of coaching or training seminars as well as the utilization of the coaches can be changed while maintaining the integrity of the seminar. This does not entitle the participants to a cancellation of the contract or a reduction in the invoice amount.

(2) Coachkontor e.K. is authorized to make minor changes to projects without prior consent from the client, provided

that such changes correspond to the presumed wishes of the client and the client's consent was not able to be obtained on time. Coachkontor e.K. must inform the client immediately about such project changes, in particular any possible associated cost increases.

§5 Cancellation of agreed upon appointments

(1) Contractually stipulated appointments for coaching, training, presentations, and management consultations can be canceled free of charge up to 4 weeks prior to the scheduled event. Up to 2 weeks prior to the date, the contractual partner is allowed to designate 1 alternate date, otherwise Coachkontor e.K. will charge for all incurred preparation expenses.

(2) In the case of cancellations less than 2 weeks prior to the start date of an event, the client will be charged for the all incurred preparation expenses as well as 50% of the agreed upon daily rate.

(3) In the event of non-attendance or a cancellation not given in due time, the client will be charged for the full event fee. If a participant does not utilize the full service, there is no right to reimbursement for the unused portion.

(4) Participation is transferable at any time.

§6 Seminar cancellation

(1) In case of cancellation of a training due to illness of the trainer, an act of God, or other unforeseeable events, the client has no claim to the execution of the seminar.

(2) In this case, Coachkontor e.K. will endeavor to offer the best possible solution.

(3) The client does not have a right to reimbursement of expenses for travel and accommodations as well non-productive time. Coachkontor e.K. is not liable for indirect damage, in particular loss of profit or third-party claims.

§7 Protection of independence

(1) The contracting parties are obligated to mutual loyalty.

(2) The contracting parties are mutually obligated to take all suitable precautions to prevent endangerment of the independence of the partners and employees of Coachkontor e.K. This applies in particular to offers from the client regarding employment and/or the transfer of orders to his own account.

(3) Coachkontor e.K. dissociates itself from organizations such as Scientology and the like and from their methods and rejects any cooperation with this or similar organizations as well as any closely associated businesses and/or persons.

§8 Protection of the intellectual property of Coachkontor e.K./copyright/use

(1) The client is obligated to ensure that seminar-accompanying work folders, documents, electronic training media, reports, analyses, expert opinions, organizational charts, programs, performance specifications, drafts, computations, designs, data carriers, and the like provided to the client's employees and partners in the course of the consulting assignment of Coachkontor e.K. are only used in relation to the consulting assignment.



In particular, payment-based and free distribution of professional/technical information of any kind from Coachkontor e.K. to third parties requires written consent from Coachkontor e.K. This does not entail liability on the part of Coachkontor e.K. with respect to the third party.

(2) The use of professional/technical information from Coachkontor e.K. by the client for advertising purposes is not permitted. Violation of this entitles Coachkontor e.K. to cancel all impending assignments without notice.

(3) Coachkontor e.K. retains the copyright for all services.

(4) In view of the fact that the provided consulting services are the intellectual property of Coachkontor e.K., the right to use said intellectual property applies exclusively for the client's own purposes and only in the scope stipulated in the contract, even after payment of the fee. Any distribution, even as the result of liquidation or bankruptcy or short-term relinquishment for reproduction purposes, will result in a claim for damages. In such a case full amends will be obtained.

§9 Rectification of errors and guarantee

(1) Coachkontor e.K. is authorized and obligated to eliminate subsequently identified errors in their consulting service. The company is also obligated to inform the client immediately of such errors.

(2) The client has the right to rectification of errors free of charge, provided that these are the responsibility of Coachkontor e.K. This claim expires six months after completion of the Coachkontor e.K. service in question.

(3) In the event of a failure to rectify any defect, the client has the right to a price reduction or to cancellation of the contract if the rendered service is no longer of interest to the client due to the failed rectification of the defect. If there is an additional claim for damages, the provisions of §10 apply.

§10 Liability

(1) Each coaching or training seminar is carefully prepared and conducted according to the currently available knowledge. Coachkontor e.K. is not liable for provided advice and the utilization of the acquired knowledge.

(2) Coachkontor e.K. is responsible for damage caused by the lack of guaranteed characteristics or for cases of damage in which intent or gross negligence can be proven in the framework of the statutory provisions. This also applies to the violation of obligations by consulted colleagues.

(3) A claim for damages can only be legally asserted within six months of the claimant(s) gaining knowledge of the damage.

(4) If the activity is performed under engagement of a third party and the client is informed of this, resulting warranty claims and liability claims against the third party are trans-

ferred to the client according to law and the stipulations of the third party.

(5) Sporting and adventure events are always subject to a special risk. All participants must feel capable of meeting the training challenges. They are personally responsible for their own actions and physical and mental health.

(6) Coachkontor e.K. does not assume responsibility for disadvantages resulting from a lack of coaching or training requirements on the part of the participants.

(7) The coaching seminars and services organized by Coachkontor e.K. are not a form of therapy and do not replace therapy. A normal mental capacity for stress is required.

§11 Confidentiality obligation

(1) Coachkontor e.K., their employees, and all consulted colleagues are obligated to maintain confidentiality with respect to all operational and business affairs that become known in connection with their work for the client.

(2) Only the client, not the client's assistants, can relieve Coachkontor e.K. in writing of this professional secrecy.

(3) Coachkontor e.K. is only allowed to distribute reports, evaluations, and other written statements regarding the results of their work with the client to third parties with the consent of the client.

(4) The professional secrecy obligation of Coachkontor e.K., their employees, and any consulted colleagues also applies to the period following completion of the contract. This excludes cases in which there is a legal obligation to provide information or cases regarding the assertion of claims or the rightful interests of Coachkontor e.K., its assistants, and consulted colleagues with respect to the client.

(5) Coachkontor e.K. is authorized to process entrusted, person-specific data or to have such data processed by a third party for the purposes of the consulting assignment. Coachkontor e.K. is bound by data secrecy obligation in accordance with the regulations of the data protection act. Materials (data carriers, data, controlling numbers, analyses, programs etc..) provided to Coachkontor e.K. as well as all results from the work will be returned to the client at the conclusion of the contract.

§12 Applicable laws, place of fulfillment, area of jurisdiction

(1) If not otherwise stipulated, only German law applies to the contract, its execution, and the resulting requirements.

(2) The place of fulfillment and area of jurisdiction are the registered office of Coachkontor e.K..

as of: 01/ 2011

