

GENERAL TERMS & CONDITIONS - FAIRCOACH GMBH, 9TH AUGUST 2016:

Faircoach GmbH, Lichtstraße 45, 50825 Cologne, applies to coaching, training and lectures.

§ 1 Scope

The following general terms and conditions apply to all legal transactions between the coaching/training and lecture organizer Faircoach GmbH and its client, hereinafter referred to as "Client".

§ 2 Subject matter of the contract and exclusion of liability

Faircoach GmbH is an online portal for experienced coaches, trainers and top speakers, hereinafter referred to as "Providers".

The Providers are not employees of Faircoach GmbH, but independent contractors and cooperative partners of Faircoach GmbH. They are responsible for the organization and performance of coaching, seminars or lectures, and their statements and actions. In this respect, Faircoach GmbH assumes no liability for the services of the Provider. Justified demands, e.g. in the event of gross negligence on the part of the Provider, are to be addressed to the Provider. However, Faircoach GmbH has carefully selected all Providers by personal interviews and by checking their qualifications, so that the client can rely on their excellent performance.

The basis of the cooperation between Faircoach GmbH and the client is an individual pre-order discussion, which serves to determine the needs of the client and enables the precise recommendation of one or more Providers.

§ 3 Conclusion of contract

The contract only comes into effect when we have confirmed the client's order in writing. Verbal or telephone orders, as well as further amendments, require written confirmation. If, during the execution of the contract, change requests or additional requirements arise from the client, Faircoach GmbH shall detail and invoice any additional associated expenses.

§ 4 Copyright

Copyright for all documents and documentation provided by Faircoach GmbH or the recommended Provider remains with the creator, i.e. Faircoach GmbH or the Provider.

Either Faircoach GmbH or the Provider will send out the training or coaching documents. Such documents may only be reproduced by the client after written approval by Faircoach GmbH and may solely be passed on to the participants in a course.

§ 5 General duty of care, ethical principles in coaching

All methods used in coaching have been proven in practice, have a sound theoretical basis, and can be comprehensibly explained and justified by the coach upon request. The relationship between coach and client is characterized by a cooperative approach which values the individual, and with a clear distribution of roles that is accepted by all parties involved. Coach and client are emotionally and financially independent of each other and are not bound by any instructions. In the course of any coaching, the coach does not pursue any interests beyond his/her role as coach and maintains strict confidentiality. The coach accompanies his/her clients detached from any religious, ethnic, or political views. The profession of a coach is by its nature a free profession and not a trade, i.e. the coach works on his/her own responsibility based on his/her own expertise

and does not have an obligation to yield any specific result. To this end, the coach keeps abreast of the current state of research.

§ 6 Fees and invoicing

All invoices (fees) are due no later than 14 days after receipt, without deductions. In the case of invoicing based on daily rates, the agreed daily rate is based on 8 working hours, unless otherwise agreed. Invoices are issued in the form of partial invoices. Setup costs agreed with the client will be invoiced immediately after commissioning or confirmation of order.

§ 7 Cancellations by the Provider or the client

As a rule, the preparation effort involved in giving a training course is considerably more extensive than for coaching. Therefore, different fee rates are charged in relation to cancellations by the client. In the event of cancellation of the order or of an appointment, we have the right to full payment of the fees. The remaining costs, e.g. for train or hotel bookings, are owed to the extent that they are incurred up to the point where cancellation takes effect. We calculate the fees on the basis of the agreed rates, taking into account the expense saved and the possible benefits from alternative utilization of the Providers' work elsewhere.

§ 7.1 Order cancellations or appointment cancellations of trainings/seminars

The following fees will be charged for cancellations of orders and appointments. This lists the respective period between termination and the appointed start of the program, along with the percentage of the fee we retain:

- 3 Months: 30 % of the fee
- 8 Weeks: 60 % of the order amount
- 4 Weeks: 100 % of the order amount

§ 7.2 Order cancellations or appointment cancellations of coaching sessions

The following fees will be charged for cancellations of orders and appointments. This lists the respective period between termination and the appointed start of the program, along with the percentage of the fee we retain:

- 6 Weeks: 30 % of the fee
- 4 Weeks: 60 % of the order amount
- 2 Weeks: 100 % of the order amount

§ 8 Cancellation by the organizer

The agreed development measure (coaching, training, lecture) can be cancelled by the organizer for good cause (e.g. illness, accident of the Provider). Cancellation will be made in writing, if still possible, otherwise by email or telephone. Payments already made will be refunded immediately by Faircoach GmbH. Further claims for damages cannot be asserted. In the event of illness, accident or other failure of a Provider that makes the use of the specified Provider impossible, Faircoach GmbH is authorized to appoint another qualified Provider for the agreed measure.

§ 9 Incidental costs

Any conference hotel required (or event rooms) for participants and trainers will be booked and paid for by the client. Additional expenses for any equipment and materials that may be required (e.g. projector, presentation material and technology, documents,...) to be discussed in advance and approved by the client and will be charged separately in accordance with the receipts.

§ 10 Liability

Faircoach GmbH and its vicarious agents act with the diligence of a prudent businessperson when executing the contract. Faircoach GmbH shall only be liable in the event that it can be proven to have acted with intent or gross negligence, and within the scope of the statutory provisions. Faircoach GmbH is in no way liable for lost profits. The claim for damages is in any case limited to the agreed fee. The claim for damages can only be asserted in court within six months after completed performance of the work (submission of the results report).

§ 11 Place of Jurisdiction, Severability Clause

The place of jurisdiction for all legal disputes is Cologne, Germany. FAIRCOACH GmbH may change these terms and conditions at any time and without giving reasons. If any of the individual provisions of this contract is or becomes invalid, the validity of the remaining provisions of this contract is not thereby affected. The parties undertake to replace invalid provisions with new provisions that in a fair manner restore the regulations of the ineffective provisions with legally permissible provisions. The same applies to loopholes and regulatory omissions in the contract. In order to remedy the omission, the parties commit to compile and include suitable provisions, which the parties would have agreed on if the point had been considered by them, and is consistent with the sense and purpose of the contract.