

General Terms and Conditions of Haufe Service Center GmbH for Business Coachings of Haufe Akademie

1. Scope

- 1.1 These General Terms and Conditions (GTC) of Haufe Service Center GmbH shall apply to the provision of business coaching services on www.haufe-akademie.de/coaching (Haufe Business Coaching Website). We provide our services exclusively on the basis of these GTC; we do not acknowledge any terms and conditions that are contrary or deviate from these GTC, unless we have expressly agreed to their validity in writing.
- 1.2 Business Coachings are provided to specialists and experts, executives and top managers (Individual Coaching) and for teams (Team Coaching). You may book all Individual Coaching sessions for yourself or for up to 12 people from your company simultaneously (External Booking).
- 1.3 These GTC are available in German and English. In the event of a dispute as to the terms of these GTC the German version shall prevail.

2. Your Coaching Request, registration, booking, subcontractors

- 2.1 Individual Coaching
 - a. Your individual and non-binding Coaching Request for Individual Coaching is made online on the Haufe Business Coaching Website using the corresponding request form. An Individual Coaching can consist of a minimum of three and a maximum of ten single coaching sessions. When making a Coaching Request, you may choose whether the coaching sessions ought to take place on site, online or hybrid. You may cancel a Coaching Request in text form at any time.
 - b. After submitting your Coaching Request, we will usually send you an email within two working days with three profiles of coaches to choose from. In this e-mail you will find an access link to your personal Coaching Request.
 - c. Once you have decided which coach you would like to pick, use the inquiry form at the end of the enquiry process to make a booking request. The booking only becomes binding when we send you the booking confirmation by e-mail.
- 2.2 Team Coaching
 - a. Your individual and non-binding Coaching Request for Team Coaching is made online on the Haufe Business Coaching website via the corresponding request form for Team Coaching. With respect to Team Coaching, you can choose from the team coaching packages listed on the website.
 - b. After submitting your Coaching Request and a subsequent needs discussion, you will receive an access link to your personal Coaching Request by e-mail.
 - c. After registering or logging in to your customer account, we will usually send you an email within two working days with three coach profiles to choose from. Once you have decided which coach you would like to pick, you may confirm your selection via your customer account. The booking only becomes binding when we send you the booking confirmation by e-mail.
- 2.3 External Bookings
 - a. External Bookings are made online on the Haufe Business Coaching website via the corresponding order process.
 - b. After registering or logging into your customer account, you have the option of booking various business coaching sessions for up to 12 people from your company. The booking only becomes binding when we send you the booking confirmation by e-mail.
 - c. After booking, you can view the business coaching sessions you have booked in your customer account in the admin dashboard.
 - d. Following the booking, the individual coaching questionnaire will be sent to the persons named by you via the e-mail address provided. As a rule, within two working days of the completed questionnaire being returned by the person you have nominated, they will receive three profiles of coaches by email for individual selection. Once the coach has been bindingly selected, he or she will agree the specific dates for the selected coaching sessions directly and individually with the person nominated by you.
- 2.4 A customer account is required to use business coaching services. If you are already registered on the Haufe Akademie website with a user name and password, you can use this access data to log in to the Haufe Business Coaching website. Otherwise, you must register with an e-mail address and password. You are obliged to keep your login details and password secret and to protect them from misuse by third parties. If you lose your login details or password or if you suspect misuse of this data, you are obliged to inform us immediately. In the event of misuse or suspicion of misuse, we are entitled to block your access to the customer account.
- 2.5 We are entitled to provide the business coaching services through subcontractors.

3. Prices and Terms of Payment

- 3.1 The prices stated on the Haufe Business Coaching Website on the relevant booking date apply. The prices for entrepreneurs (*Unternehmer*) as defined

under Section 14 of the German Civil Code (*BGB*) are shown as net prices plus statutory VAT. For consumers (*Verbraucher*) as defined under Section 13 of the German Civil Code (*BGB*), the gross price including VAT applies.

- 3.2 The invoice amount is due for payment immediately upon conclusion of the contract, at the latest upon receipt of the invoice without any deductions.

4. Coaching Process

- 4.1 Once you have decided to work with a coach, you agree the number and dates of the coaching sessions individually with your coach in text form (usually by e-mail).
- 4.2 If business coaching sessions take place virtually on video conferencing platforms or other online collaboration platforms, these are generally provided by your coach. You are obliged to ensure that you meet the technical requirements (e.g. stable internet connection, current browser version, speaker or headset, installation of video conferencing software if necessary). You are obliged to test the functionality of the technical requirements before the start of the business coaching session. Technical problems during a coaching session must be reported to your coach immediately. If the coaching session is canceled or disrupted due to your failure to meet the technical requirements demanded by us, this shall not result in the cancellation of your payment obligation, nor shall it give rise to a claim for the coaching session to be rescheduled.
- 4.3 In consultation with the coach, your own video conferencing platforms or other online collaboration platforms can also be used for communication. We assume no liability for the functionality and availability of the platforms used. For this purpose, you must provide the coach with any necessary access data in good time before the start of the coaching sessions and, if necessary, inform them of any other requirements for access.
- 4.4 If coaching sessions are to take place on site, you may arrange this individually with your coach. In this case, we will not cover any travel costs you may incur.
- 4.5 Recording virtual business coaching sessions is not permitted without our prior consent.

5. Change of Coach

- 5.1 You have the option of changing your coach free of charge once after the first coaching session at the latest.
- 5.2 To do this, let us know immediately in text form what requirements you have for a new coach that we can take into account in a new proposal. You will then receive a new proposal with three coach profiles and can carry out the remaining booked coaching sessions with the new coach.

6. Term, Termination

- 6.1 The contractual relationship begins upon receipt of the booking confirmation and ends automatically at the end of 12 months (usage period) without the need for termination. Premature ordinary termination is expressly excluded.
- 6.2 In the case of external Bookings in accordance with Section 2.3, the period of use does not begin with the booking confirmation, but with the binding selection of the coach by the person you have nominated. The maximum period of use is limited to 18 months after the booking confirmation for free bookings in accordance with Section 2.3, even without the selection of the coach by the person named by you.
- 6.3 You can use your coaching sessions at any time during the 12-month usage period. There is no entitlement to a refund for coaching sessions that have not been retrieved within the usage period.
- 6.4 The right of both parties to terminate for good cause shall otherwise remain unaffected.

7. Postponement of Coaching Sessions by you

- 7.1 Postponing coaching sessions within the period of use is free of charge, provided that the request for postponement is sent to your coach in writing (usually by email) at least 24 hours before the date of the respective coaching session. The postponement of coaching sessions takes place directly in consultation with your coach.
- 7.2 It is not possible to reschedule single coaching sessions less than 24 hours before the agreed date of the coaching session. If the coaching session is not rescheduled in time, the coaching session will be charged.
- 7.3 Postponement of Team Coaching sessions (Section 2.2) within the period of use is free of charge, provided that the request for a postponement is communicated to your coach in text form (usually by e-mail) at least 3 weeks before the date of the respective coaching session. If Team Coaching sessions
 - a. are postponed later than three weeks before the start, we will charge 40% of the price of the Team Coaching session.

- b. If Team Coaching sessions are postponed later than two weeks before the start, we will charge 60% of the price of the team coaching session.
 - c. If Team Coaching sessions are postponed later than one week before the start, we will charge 85% of the price of the Team Coaching session.
 - d. If the Team Coaching session is postponed later than 24 hours before the start, we will charge the full price of the Team Coaching session.
- 7.4 The right of rescission for consumers remains unaffected by the provisions of Section 7.

8. Postponement of Coaching Sessions and Replacement of the Coach by us

- 8.1 If coaching sessions are canceled for important reasons for which we are not responsible (in particular due to illness of the coach), we are entitled to postpone single coaching sessions. To this end, you will arrange a new date for the canceled coaching session with your coach.
- 8.2 In addition, we are entitled to submit three new coach proposals to you in the cases described in Section 8.1 and to replace the intended coach with an equally qualified person chosen by you, provided that the replacement of the coach is reasonable for you, taking into account your interests, and the business coaching is not fundamentally changed as a result.

9. Force Majeure

- 9.1 Where force majeure (*höhere Gewalt*) prevents a party from performing its service obligations under this Contract in full or in part or renders a party unable to ensure performance of such obligations, such party shall be released from such obligation for the duration and to the extent the force majeure prevents the performance of the services.
- 9.2 In any case, force majeure shall refer to combat actions (regardless of whether war has been declared), riots, explosions, fire, flood, earthquakes, epidemics, pandemics, and labour disputes that disrupt the business operation either completely or significantly, as well as government actions, omissions or measures or compliance with governmental requests, and disruptions of industrial installations or parts thereof which serve to perform obligations under this Contract.
- 9.3 In the event of a force majeure event, a party shall inform the other party thereof without undue delay and provide specific information, including but not limited to the extent and, to the extent reasonably possible, the anticipated duration of the force majeure event.

10. Intellectual Property

- 10.1 All and any materials and documents provided by us in the course of business coaching are protected by copyright. All intellectual property rights to the materials remain with us or the respective rights holder.
- 10.2 Unless otherwise agreed, you may use the materials during the period of use and after the end of the period of use exclusively for the purposes covered by this contractual relationship and the specifically agreed scope of services. In particular, the materials are available to you for further training and qualification purposes.
- 10.3 The materials may not be reproduced, processed using electronic systems, duplicated, edited or distributed, translated or made publicly available to third parties in modified or unmodified form, either in whole or in part, without our written consent.

11. Confidentiality

- 11.1 The parties are obliged to treat this Contract and the information made accessible to them by the other party under this Contract as well as know-how, such as of a technical, commercial or organisational nature, they obtain about the other party's matters on the occasion of this collaboration confidential and not to exploit, use or make such information and knowledge available to third parties and without the prior written approval of the affected party during the term as well as after termination of this agreement.
- 11.2 Disclosure to third parties who are bound to secrecy due to a legal obligation does not require approval. Disclosure to affiliated companies (*verbundene Unternehmen*) as defined in Section 15 et seqq. of the German Stock Corporation Act (*AktG*) and subcontractors who require the information for the activities when performing the services under the Contract, does not require approval either. However, the parties shall ensure that any and all employees are bound to corresponding obligations to secrecy. Use of such information is restricted to the use for executing this Contract only. Each party shall inform the other party of any potential unauthorised disclosures or potential loss of confidential information without undue delay after gaining knowledge of such disclosure.
 - a. The obligation laid down in Section 11.1 shall not apply to information, that
 - b. The other has provably lawfully obtained from third parties,

- c. Were provably already known in the public domain upon conclusion of this Contract or became known in the public domain without infringement of this obligation of secrecy subsequently,
 - d. Were provably already at hand of the party who receives this information, or
 - e. The party who receives such information had already and provably developed independently from the disclosure.
- 11.3 The prohibition of disclosure does not apply to the extent that the parties are obliged by law or by orders of a court or authority to disclose the information. In this case, the party obliged to disclose must, however, notify the other party of the disclosure of the information for the other party to have the possibility to defend itself against such disclosure and to prevent or to restrict it. The party obliged to disclose shall be committed to the best of its abilities toward the bodies of authority ordering the disclosure that any and all confidential information, that needs to be disclosed, will be treated confidentially.

12. Right of Withdrawal for consumers

If you are a consumer (*Verbraucher*) as defined under Section 13 of the German Civil Code (*BGB*) with your habitual residence or domicile in the European Union or the European Economic Area, you have a statutory right of withdrawal in accordance with the following instructions:

Withdrawal Policy

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of conclusion of the contract. To exercise the right to cancel, you must inform us (Haufe Service Center GmbH, Munzinger Str. 9, 79111 Freiburg, service@haufe-akademie.de) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of Withdrawal

If you withdraw from this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For reimbursement purposes, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for such reimbursement.

If you have requested that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

End of the Withdrawal Policy

Sample Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it to us).

- To Haufe Service Center GmbH, Munzinger Str. 9, 79111 Freiburg, service@haufe-akademie.de
- I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- Date

(*) Delete as applicable.

13. Liability

- 13.1 The Contractor shall be liable for any and all damage arising in relation to this Contract, regardless of the actual or legal grounds, pursuant to the provisions of Section 13.
- 13.2 In the event of intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*), claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz*), injury to life, limb or health and to the extent of a guarantee

assumed by the Contractor, the Contractor shall be liable without limitation according to the statutory provisions.

- 13.3 In the event of slightly negligent (*leicht fahrlässig*) breach of a material contractual obligation (*wesentliche Vertragspflicht*) (obligation whose performance is required to facilitate proper execution of the Contract and upon whose performance the contractual partner relies on and may be expected to rely on, what is called cardinal obligations – *Kardinalspflichten*), the Contractor's liability shall be limited to compensation for loss and damages which are foreseeable and typical.
- 13.4 The Contractor shall not bear any further liability. In particular, the Contractor shall not be liable for defects already existing upon conclusion of the Contract (Section 536a of the German Civil Code – *BGB*), lost profits and other consequential damage (*Mangelfolgeschäden*), unless the requirements of Sections 13.2 and 13.3 are met.
- 13.5 The above limitations of liability shall apply to the personal liability of the Contractor's employees, representatives (*Vertreter*), or company officers (*Organe*) as well.

14. General information on business coaching

- 14.1 We would like to point out that we do not promise or guarantee any specific success of a business coaching session or the achievement of specific goals, as this depends in particular on your own willingness to implement the objectives you have defined and your cooperation with the coach. Business coaching is a neutral process of support and assistance. All decisions in the context of business coaching are made exclusively by you.
- 14.2 It is also expressly pointed out that the coaching sessions we offer are exclusively business coaching sessions for professional development and are in no way a substitute for advice, treatment or therapy by trained specialists such as doctors, psychologists and therapists. You are responsible for your own physical and mental health at all times.

15. Export Restrictions, Sanction Laws

- 15.1 Our services are subject to the proviso that the performance does not violate export restrictions or corresponding sanctions laws. In such a case, we shall not be obliged to perform. We shall inform you of the impediment to performance in text form.
- 15.2 In particular, you must not access, use your access to Coaching Requests if this involves infringement of the rules stated in Section 15.1. Infringements of such export restrictions or sanction laws shall give us the right to rescind (*Rücktritt*) the contract, and in the case of a continuing obligation (*Dauerschuldverhältnis*) to terminate the contract without notice for good cause (*außerordentliche Kündigung*).

16. Form, Severability Clause, Choice of Law, Place of Jurisdiction

- 16.1 This Contract or individual provisions hereof may only be modified or invalidated by written agreements. This shall also apply to the statutory requirement of the written form above. The parties agree that the Contract may also be signed digitally, and that the general (simple) electronic signature will suffice to meet the requirement of the written form.
- 16.2 Should one or several provisions of the contract be ineffective or invalid or contain a gap, then the validity of the remaining provisions shall remain unaffected. The invalid or ineffective provisions shall be construed or replaced in such a way that they most nearly correspond to the intended purpose of this Contract. This shall apply to any gap as well.
- 16.3 This Contract shall be governed by the law of the Federal Republic of Germany. Application of international uniform law, including but not limited to the UN Convention on the International Sale of Goods (CISG), shall be excluded.
- 16.4 Where the Principal is a merchant (*Kaufmann*) as defined in the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*), the sole place of jurisdiction for any and all disputes arising from or in relation with this Contract shall be Freiburg i. Br., Germany.
- 16.5 We do not participate in dispute resolution proceedings before a consumer arbitration board.