

General Terms and Conditions (GTC)

As of January 1, 2018

These terms and conditions apply to all contractual relationships between *talents in focus* and the respective contracting party. Written individual agreements as well as the contents of the respective contractual agreement have priority. Conflicting GTC of the contracting party will only become part of the contract if *talents in focus* expressly confirms this.

1. Assessment/Initial Conversation

The initial conversation serves to get to know one another, to assess the situation and to discuss the projects and goals of a possible collaboration. This should take approximately 1.5 hours or, in the case of an initial conversation regarding a coaching role, ca. 45 minutes. The initial conversation is usually free of charge. Upon request by the potential contracting party, *talents in focus* will summarize the conversation's contents in an offer. If consultation is already requested in the initial conversation or if the initial conversation exceeds the above-described usual scope and/or already necessitates consultation or coaching services from *talents in focus*, fees will be charged. This, however, will only take place after consultation.

2. Services and Costs of the Collaboration

Each project will be agreed upon, materially and in terms of content, before the beginning of the collaboration. On the basis of an offer, a written contract will be issued, whose confirmation will be sent either by post or e-mail. An order is also considered to have been granted if dates for the services listed in the offer have been confirmed by the contracting party. Changes or additions to the contract are only in effect if they are confirmed in writing by *talents in focus*.

Each offer contains precise information on the fees as well as the costs of implementing specific measures. We shall be bound to our offers for three months after the date of offer unless a different binding period is specified in our binding offers. The fees and costs listed there are binding for both parties during the course of the project. Should additional services be required during the course of the project, these will only be provided by *talents in focus* after consulting with the contracting party and invoiced on the basis of the fees agreed upon for the project. To the fees are added ancillary costs (travel expenses, material and communication costs and translation costs) as well as the valid statutory value-added tax. Travel expenses incurred in connection with the project will be billed in accordance with receipts: flight: economy; train: first class (also in accordance with an internal receipt); rental car: €0.50/km.; hotel; taxi; parking fees; rental-car refueling fees, etc. The flat rate for material and communication costs for diagnostic projects is usually 5% of the fee. Invoicing takes place immediately after the performance of the service in one or more installments in accordance with the contractual agreement. Invoices are payable within 30 days of receipt without any deduction.

3. Proposed Appointments and Appointment Confirmations

The contracting party receives appointment dates from *talents in focus* as proposed dates. These must be confirmed in writing at short notice. If a date is not confirmed

by the contracting party within the specified period, the entitlement to this date expires without the need for notification.

4. Postponement and Cancellation Deadlines

In cases where diagnostic procedures, coaching sessions and other projects of the contracting partner are postponed,

- if it is less than four weeks before the agreed-upon date, 25% of the agreed-upon fees must be paid
- if it is less than two weeks before the agreed-upon date, 50% of the agreed-upon fees must be paid
- if it is less than one week before the agreed-upon date, 75% of the agreed-upon fees must be paid

A postponement requires an immediate agreement to schedule a new appointment.

In cases where diagnostic procedures, coaching sessions and other projects of the contracting partner are cancelled,

- if it is less than six weeks before the agreed-upon date, 25% of the agreed-upon fees must be paid
- if it is less than four weeks before the agreed-upon date, 50% of the agreed-upon fees must be paid
- if it is less than two weeks before the agreed-upon date, 75% of the agreed-upon fees must be paid
- if it is less than one week before the agreed-upon date, 100% of the agreed-upon fees must be paid

Regardless of their time limit, postponements and cancellations must be made in writing in order to take effect. All preparations that have already been made (conceptions, preparation of diagnostic procedures, etc.) will, at any rate, be invoiced in full. This also applies to travel bookings that *talents in focus* can no longer cancel as well as costs incurred as the result of cancelling travel bookings.

5. Privacy and Confidentiality

All information is subject to the highest degree of confidentiality, including what is discussed in the first meeting. *talents in focus* commits itself to keep secret all procedures, information and results that become known through the collaboration with the client, provided that doing so does not strongly oppose the legitimate interests of *talents in focus* (e.g., enforcement of fee claims). Also after the completion of the project, *talents in focus* will maintain silence about the project's personal and company-related contents. A corresponding confidentiality obligation also applies to freelancers and subcontractors.

The contracting party will provide *talents in focus* with all essential documents and information that are necessary for an appropriate fulfillment of the contract. *talents in focus* will then store these data. Upon conclusion of the contract, the contracting party declares its consent to the processing of its data for internal purposes. *talents in focus* will not share these data with a third party. *talents in focus* is entitled to offer services also to competitors of the contracting party. For marketing purposes, *talents in focus* is entitled to cite the company name of the contracting party on a

reference list that is also available on the homepage and to use its company logo free of charge. The contracting party may object to this right of use at any time.

6. Copyright

All publications of *talents in focus*, especially concepts, presentations and documents, are protected by copyright. The same applies to sound and image recordings. For internal purposes, the contracting party is entitled to use conceptions that it itself commissioned and that were developed specifically for the contracting party by *talents in focus*. The contracting party is forbidden to pass on documents to third parties or to duplicate them for third parties, whether against payment or for free.

7. Liability and Jurisdiction

talents in focus supports the contracting party to the best of its knowledge. The responsibility for the success of the measures remains, however, with the contracting party. *talents in focus* is also not liable for damages and claims of third parties that result from insufficient briefing or use of the services for a purpose that was not agreed upon. The services are designed, prepared and carried out according to the current state of knowledge. No liability is accepted for the advice given, the correctness of contents conveyed and the exploitation of acquired knowledge. This excludes the liability for gross negligence and willful intent. The liability is limited in each case to the amount of the paid contractual remuneration. Liability for consequential damages is excluded. The court of jurisdiction for all disputes arising from or concerning the respective contractual relationship is the main office of *talents in focus*.

8. Scientology Clause

The assurance is given that neither Dr. Martina Schütze nor any freelance employees are members of a sect or sect-like association, in particular the International Association of Scientologists (IAS), the World Institute of Scientology Enterprise (WISE), the Scientology Church or other Scientology organizations. They have neither attended these organizations' classes nor do they work on the basis of the technologies of L. Ron Hubbard.

9. Final Provisions

Should individual provisions of this contract be or become partly or wholly ineffective or should gaps in this contract become apparent, this shall not affect the validity of the remaining provisions in the contract. In place of the ineffective provisions or to fill in the gaps, an appropriate regulation shall apply that comes closest in economic terms to what the contracting party intended and would have intended if they had considered this point. Changes or additions to these GTC or the contract must be made in writing. This also applies to this written form requirement.