

Terms & Conditions (T&C)

Dr. Thomas Knoop - Business and Executive Coaching

As of: 30 August 2026

§ 1 Scope and Contracting Party

(1) These Terms & Conditions apply to all contracts for coaching, facilitation and workshop services concluded directly between the Client and

Dr. Thomas Knoop
Markobrunner Str. 20
14197 Berlin
Email: coaching@thomasknoop.com
VAT ID No.: DE410463491

(hereinafter the „Coach“).

(2) These Terms & Conditions apply exclusively to the Coach's direct business. Services arranged and invoiced through third-party coaching platforms (such as CoachHub or Sharpist) are subject to the contractual terms applicable there and are not covered by these Terms & Conditions.

(3) Clients within the meaning of these Terms & Conditions may be entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), legal entities under public law and special funds under public law (hereinafter collectively „Business Clients“), as well as consumers within the meaning of Section 13 BGB. A consumer is any natural person who enters into the contract for purposes that can predominantly be attributed neither to their commercial nor to their self-employed professional activity. Individual provisions of these Terms & Conditions expressly apply only to one of these groups; this is indicated in the relevant provision.

(4) Deviating or supplementary terms and conditions of the Client shall not become part of the contract unless the Coach expressly agrees to their applicability in text form.

§ 2 Subject Matter and Nature of the Services

(1) The Coach provides coaching services in the form of individual sessions or pre-agreed packages comprising several sessions (for example, packages of five or ten sessions), as well as facilitation and workshops. The services are provided online or in person as agreed. The specific scope, format and remuneration are set out in the respective individual offer or order confirmation.

(2) Coaching is a time-limited, goal- and resource-oriented consulting and support process. It constitutes a service contract within the meaning of Sections 611 et seq. BGB. The Coach owes the careful and professional performance of the agreed services, but not the achievement of any specific result. In particular, the Coach does not owe the achievement of specific professional, economic or personal outcomes for the Client or the Coachee.

(3) Coaching is not a substitute for psychotherapy, medical or other healthcare treatment, nor for legal, tax or business advice in the sense of regulated legal or tax advisory services. The Coach does not provide treatment within the meaning of the

German Heilpraktikergesetz (Act on Non-Medical Practitioners). The systemic and depth-psychology-informed methods used in coaching, including elements of Internal Family Systems (IFS), serve reflection and development in a professional context and do not constitute diagnosis or therapy. If, during the process, a need for therapeutic, medical or legal support becomes apparent, the Coach will point this out; whether to consult an appropriate professional remains the responsibility of the Client or the Coachee.

(4) The Coach is free to choose the methods used, unless otherwise agreed in the offer. Participation in coaching is voluntary; the Coachee remains responsible for their own decisions and for implementing them.

§ 3 Contract Formation, Session Packages and Termination

(1) The presentation of services on the website or in other media, as well as the provision of an online calendar for scheduling appointments, does not constitute a binding offer by the Coach. A booking made through the online calendar is a non-binding appointment arrangement and, in itself, gives rise neither to a contract nor to any payment obligation.

(2) A contract is concluded when the Coach submits an individual offer and the Client accepts it, or when the Client commissions the Coach orally or in text form, for example by email, and the Coach confirms the engagement or begins performing the services. Communications may be made in text form, for example by email.

(3) If the parties agree on a package comprising several sessions, the contract is concluded for the entire package. The individual sessions are scheduled by mutual agreement; individual appointments may also be arranged through the online calendar. Any term or period for using the package agreed in the offer forms part of the contract.

(4) The cancellation or rescheduling of an individual session pursuant to § 5 does not, in itself, constitute termination of the contract for an agreed session package.

(5) The parties' statutory rights of ordinary or extraordinary termination remain unaffected. This applies in particular to any right of termination that may exist under Sections 626 and 627 BGB.

(6) If a contract for a session package is validly terminated, remuneration for services already provided and any refund of remuneration paid in advance shall be governed by the statutory provisions. Where the requirements of Section 628 BGB are met, the settlement of services already provided shall in particular be governed by that provision.

§ 4 Three-Party Arrangements and Confidentiality of Coaching Content

(1) If a company or other organisation (Client) commissions coaching for the benefit of a person employed by or otherwise associated with it (Coachee), the contractual relationship concerning remuneration and organisational arrangements exists between the Coach and the Client. The Coachee is included in this framework arrangement without being personally liable for payment.

(2) All content of the coaching conversations is confidential. It will not be disclosed to the Client. The Coach will not provide the Client with information regarding topics, statements, assessments or outcomes from the sessions. The Coach may only confirm to the Client whether and to what extent agreed sessions have taken place, insofar as this is necessary for invoicing. Statutory disclosure or information obligations remain unaffected.

(3) Any feedback to the Client beyond the scope of the preceding paragraph, for example regarding general topic areas or the progress of the process, will be provided only in an abstracted form and only with the Coachee's express prior consent.

§ 5 Appointments, Cancellations and Non-Attendance

(1) Agreed appointments are binding on both parties. Cancellations and requests to reschedule must be made in text form, for example by email; the time at which the communication is received by the Coach determines whether it was made in time.

(2) Coaching sessions. A coaching session may be cancelled or rescheduled free of charge up to 48 hours before the agreed start time. If cancelled later but more than one hour before the agreed start time, 75 percent of the agreed fee will be charged, provided that the appointment cannot be rebooked with another client. If cancelled within one hour of the start time or if the Coachee does not attend (no-show), the full agreed fee will generally be charged.

The above provisions reflect the fact that the Coach has reserved the relevant time on a binding basis and, at short notice, is generally unable to use it for another engagement. Statutory provisions, in particular those concerning the deduction of expenses saved and income earned from alternative use of the Coach's working time, remain unaffected.

(3) Facilitation and workshops. For facilitation and workshops, the individual cancellation provisions set out in the respective offer apply. Irrespective of this, services already provided up to the time of cancellation and costs already incurred or bindingly booked by the Coach, in particular travel and accommodation costs, must be paid or reimbursed in full to the extent that they can no longer be avoided or refunded.

(4) In the cases covered by paragraphs 2 and 3, the Client remains entitled to demonstrate that the Coach has suffered no loss or that the remuneration claim or loss is substantially lower as a result of the cancellation or non-attendance. The Coach will in particular deduct expenses saved as well as any amount earned, or maliciously failed to earn, through alternative use of the time that became available.

(5) If the Coach has to cancel an appointment for reasons for which the Coach is responsible, a replacement appointment will be arranged where possible. Any payment already made for the relevant session will be credited to the replacement appointment or refunded at the Client's request. Any further claims shall be governed by § 9.

§ 6 Prices and Payment Terms

(1) The prices stated in the respective offer or order confirmation apply. The Coach is subject to the standard German VAT regime. For Business Clients, stated prices are exclusive of statutory VAT unless expressly indicated otherwise. For consumers, prices are stated as total prices including statutory VAT and any other mandatory price

components.

(2) Invoicing takes place after performance of the services; for session packages, invoicing is governed by the arrangement set out in the offer. Unless otherwise specified in the offer, invoices are due for payment without deduction within 14 days of the invoice date (14 days net).

(3) The Coach is entitled to issue and transmit invoices electronically.

(4) If the Client defaults on payment, the Coach is entitled to charge default interest in accordance with the statutory provisions. For consumers, the default interest rate is five percentage points above the applicable base interest rate; for Business Clients, it is nine percentage points above the applicable base interest rate. The right to claim further loss caused by the default remains unaffected.

(5) The Client shall have a right of retention or set-off only insofar as the counterclaim is undisputed or has been finally adjudicated. This restriction does not apply to consumers.

§ 7 Cooperation and Responsibility of the Client

(1) For online coaching, the Client or the Coachee shall ensure suitable technical equipment and a stable internet connection and shall provide an undisturbed, confidential setting for the conversation. Technical disruptions within the Client's sphere of responsibility shall not be attributable to the Coach.

(2) The Client and the Coachee shall ensure that they accurately inform the Coach of circumstances material to the coaching process to the extent that they consider this necessary. As a general rule, the Coach is not obliged to verify the completeness or accuracy of factual information provided, unless there are specific indications that make such verification necessary. The Coach's statutory duties of protection and consideration remain unaffected.

§ 8 Confidentiality and Data Protection

(1) The Coach shall treat all information obtained in the course of the cooperation as confidential and shall not disclose it to third parties unless the Client or the Coachee consents or there is a statutory duty of disclosure. § 4 applies additionally to three-party arrangements.

(2) This duty of confidentiality is mutual. Content, methods and materials provided by the Coach must be treated as confidential.

(3) Personal data is processed in accordance with the applicable statutory provisions. Further details are set out in the Coach's privacy policy.

§ 9 Liability

(1) The Coach shall be liable without limitation for loss arising from injury to life, body or health caused by an intentional or negligent breach of duty, and for other loss caused by an intentional or grossly negligent breach of duty.

(2) In the case of other loss, the Coach shall be liable for ordinary negligence only where a material contractual obligation has been breached, that is, an obligation whose

performance is essential to the proper performance of the contract and on whose observance the Client may regularly rely. In such cases, liability is limited to loss that is typical for the contract and foreseeable at the time the contract is concluded.

(3) Any further liability is excluded. Liability under the German Product Liability Act and to the extent of any guarantee assumed by the Coach remains unaffected.

(4) To the extent that the Coach's liability is excluded or limited, this also applies to the personal liability of the Coach's agents and persons engaged in performance.

(5) The Coach does not owe any particular result (§ 2 paragraph 2). Responsibility for professional, economic and personal decisions and their implementation remains with the Client or the Coachee. This does not affect the Coach's liability under the preceding paragraphs; in particular, the preceding sentence does not apply insofar as loss results from a breach of duty for which the Coach is responsible.

§ 10 Right of Withdrawal for Consumers

Consumers have a statutory right of withdrawal in respect of contracts concluded at a distance or away from business premises, in accordance with the statutory provisions. Business Clients do not have a statutory right of withdrawal.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which the contract is concluded.

To exercise your right of withdrawal, you must inform us:

Dr. Thomas Knoop
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Email: coaching@thomasknoop.com

by means of an unequivocal statement (for example, a letter sent by post or an email) of your decision to withdraw from this contract. You may use the model withdrawal form below, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you without undue delay and no later than fourteen days from the day on which we receive notification of your withdrawal from this contract.

We will make the reimbursement using the same means of payment as you used for the original transaction, unless expressly agreed otherwise with you; in any event, you will not incur any fees as a result of the reimbursement.

If you expressly requested that the services begin during the withdrawal period, then upon withdrawal you must pay us an appropriate amount corresponding to the

proportion of the services already provided up to the time at which you inform us of the exercise of your right of withdrawal in respect of this contract, compared with the full scope of the services provided for in the contract, insofar as the statutory requirements for such payment are met.

Early Expiry of the Right of Withdrawal

In the case of a contract for the provision of services, the right of withdrawal expires once the service has been fully performed if, before performance began, the consumer expressly consented to the Coach beginning performance before the withdrawal period had expired and the consumer confirmed their knowledge that the right of withdrawal would expire upon complete performance of the contract by the Coach. For contracts concluded away from business premises, the additional statutory requirements concerning the form of this consent apply.

End of the Withdrawal Instructions.

If a consumer wishes an agreed session or other service to take place within the fourteen-day withdrawal period, the consumer must expressly request that the Coach begin performance before the withdrawal period expires.

Where required for the early expiry of the right of withdrawal upon complete performance, the consumer's express consent to commencement of performance before expiry of the withdrawal period, together with confirmation that the consumer is aware that the right of withdrawal expires upon complete performance of the contract by the Coach, will also be obtained.

Without the required express request or the required consent, no service will be provided during the withdrawal period.

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

To:

Dr. Thomas Knoop
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14197 Berlin
Email: coaching@thomasknoop.com

I/We (*) hereby give notice that I/we (*) withdraw from the contract concluded by me/us (*) for the provision of the following service:

(*) Delete as appropriate.

§ 11 Final Provisions

(1) Amendments and supplements to the contract should be made in text form for evidentiary purposes. Individual contractual agreements take precedence over these Terms & Conditions. Statutory formal requirements and the precedence of individual agreements remain unaffected.

(2) The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). In relation to consumers, this choice of law applies only insofar as it does not deprive the

consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(3) If the Client is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from this contractual relationship shall be Berlin, insofar as such an agreement on jurisdiction is legally permissible. The statutory places of jurisdiction apply to consumers.

(4) The Coach is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

(5) If individual provisions of these Terms & Conditions are or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provision shall apply in place of the invalid or unenforceable provision.

Dr. Thomas Knoop, Berlin. As of: 30 August 2026.