

# AGREEMENT

Product: 1 : 1 REMOTE COACHING

with

WOLVES FITNESS & EDUCATION UG

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– hereinafter referred to as "Wolves Athletes" –

## § 1 SUBJECT OF THE CONTRACT

1. The subject of Wolves Athletes' activity is the provision of a training concept individually adapted to the client, support in its implementation and control by a coach of Wolves Athletes. The execution of the contract is usually done by remote communication.
2. The contract focuses on training planning and includes nutrition and lifestyle recommendations that are specifically adapted to the client.
3. Wolves Athletes advises and supports the client, for example, in weight reduction, muscle building and training optimization, whereby the client's individual goals are set with the coordination of Wolves Athletes.
4. During the weekly checkup, the coach provides the client with feedback based on the results of the previous training week and, if necessary, makes adjustments to the training.
5. The weekly CheckUps are not mandatory and can be varied as needed.

## § 2 DURATION

1. The Remote Coaching starts with the conclusion of the contract. The contract is concluded by the signing and the related agreement of the client.
2. The contract begins regardless of the practical start date with the first day of the first following calendar month and has a duration of 6 months, after expiration of the contract period it is automatically extended.
3. The coaching is tacitly extended in each case by the original term, thus by a further 6 months, if not terminated in due time.

## § 3 SUSPENSION AND TERMINATION

1. Training may be temporarily suspended by mutual agreement for a period of time to be determined in advance upon presentation of a medical certificate or proof of pregnancy. Such proof must be provided immediately, but no later than after 14 calendar days.
2. The times missed due to the verifiable health impediment shall be appended to the end of the agreed contract term. Remuneration must continue to be paid during the interruption, but not during the extension, which immediately follows the training as a remuneration-free period.

3. Due to the short duration of the contract, termination within the 6 months is not possible; this does not affect the right to extraordinary termination.
4. The extraordinary termination of one of the two contracting parties is only possible for an important reason. This can consist of the fact that the continuation of the contract becomes impossible due to permanent medical care or illness. Reasons must be sufficiently substantiated, e.g. by a certificate of long-term sports incapacity.
5. For Wolves Athletes, an extraordinary reason for termination also exists in particular if the client has repeatedly violated contractual conditions.

#### § 4 INVOICING AND TERMS OF PAYMENT

1. The costs for Remote Coaching are based on the price list valid at the time of the conclusion of the contract.
2. Payment is made by invoice or direct debit, whereby the invoice is generally issued by Wolves Athletes on a monthly basis; a one-time payment is also possible by mutual agreement.
3. The invoice is sent to the client in electronic form and is to be paid within a period of 7 calendar days, except for deviating payment terms on the respective invoice.
4. The first payment is due immediately after conclusion of the contract and receipt of the invoice.
5. The remuneration is a fixed monthly amount, which also arises for the time in which the client does not attend training sessions and consultations by his coach. Personal reasons, such as vacation of the client do not lead to an exemption from this obligation.
6. Exceptions to this are training absences for which Wolves Athletes is responsible, however, these absences are to be made up for as a matter of priority after mutual agreement and only in the case of a prolonged interruption of more than 3 weeks can a claim to remuneration lapse as a result.
7. A punctual remuneration is also due if the intended training goal was not reached.
8. For times in which the client cannot start the training for demonstrable health reasons, the special features according to § 3 of this contract are to be observed.

#### § 5 LIABILITY

1. Wolves Athletes is generally not liable regardless of the legal reason, especially not for damages, injuries or consequential damages to the client that occur in connection with the training, the created training plans or during the implementation of the nutrition concept.
2. This does not apply to liability for breach of a material contractual obligation. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. However, the liability of Wolves Athletes for damages resulting from the breach of an essential contractual obligation is limited to the foreseeable damage typical for the contract.
3. The liability of Wolves Athletes or its vicarious agents is not limited for damages resulting from injury to life, body or health, which are based on a breach of duty by

Wolves Athletes. Likewise not for damages which are based on an intentional or grossly negligent breach of duty by Wolves Athletes or its vicarious agents.

4. The above limitations of liability do not change the legal burden of proof.

#### § 6 HEALTH CONDITION OF THE CLIENT AND DUTY TO COOPERATE

1. The client agrees to provide true and complete information when registering, changes are to be communicated to Wolves Athletes immediately, in particular, in case of illness or changes in condition during the training process, the coach should be informed so that a training adjustment can be made if necessary.
2. The client is responsible for his own health before, during and after the whole training process, he assures to be "sport healthy" by signing this contract. This includes that a doctor, with regard to the training suitability, was inquired about the state of health. If this was waived, this is done on your own responsibility.
3. This circumstance does not release Wolves Athletes from pointing out the dangers of certain gymnastic movements and adapting the education and advice individually to the client's state of health.
4. The client participates actively and committedly in the training process. Wolves Athletes can only provide suggestions for change. The client is aware that he/she must actively implement these suggestions in an appropriate manner in order for the training to be successful.

#### § 7 DATA PROTECTION AND DATA LAW OBLIGATIONS OF THE CLIENT

1. Personal data will be stored by Wolves Athletes and used exclusively for the purpose of fulfilling the aforementioned object of service.
2. Data will not be disclosed to third parties. Exceptions to this are Art. 6 para. 1 ff. DSGVO, according to which a transfer can take place with the explicit consent of the client or, for example, for the assertion, exercise or defense of legal claims, for example in the case of transfer to an authorized collection agency.
3. Services provided by Wolves Athletes for the fulfillment of the contract, such as created training concepts are considered intellectual property of Wolves Athletes.
4. The client is obliged to observe the existing legal copyright and other rights for these contents.
5. They may not be duplicated, distributed or made publicly available. Also, no technical protection measures or copyright or rights notices may be removed, unless this is expressly permitted.

#### § 8 FINAL PROVISIONS

1. In the event that individual provisions of the contract are invalid, the remaining provisions shall remain valid.
2. Amendments to this contract must be made in writing to be effective. This also applies to the written form requirement.
3. Subsidiary agreements do not exist.
4. The Client is not entitled to assign claims from the contract to third parties without prior consent of Wolves Athletes. An assignment without prior consent is invalid.

#### § 9 CANCELLATION POLICY

Right of revocation

As a consumer, you have the right to revoke this contract within 14 days without giving any reason.

The revocation period is 14 days from the day of the conclusion of the contract.

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

In order to exercise the right of withdrawal, you must inform us (Wolves Fitness & Education UG (limited), Bleicheroder Str. 33, 13187 Berlin Tel.: +49 30 25047830, Mail: mail@wolvesathletes.com ) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract.

Consequences of the revocation

If you revoke this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your revocation.

You will not be charged any further fees for this repayment.

Expiration of the right of revocation

Your right of withdrawal shall expire prematurely in the case of a contract for the delivery of digital content located on a physical data carrier if you have expressly consented to our commencing the performance of the contract before the expiry of the withdrawal period and you have confirmed your knowledge that by consenting you lose your right of withdrawal upon commencement of the performance of the contract.

In the case of a contract for the provision of services, the following shall apply: If you have requested that the services begin during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already performed up to the time you notify us of the exercise of the right of revocation with respect to this contract compared to the total scope of the services provided for in the contract.