

Coaching Agreement – CoachRoman (English)

Contracting Parties: *CoachRoman* – Owner: Dr. Roman Buck, Auf der Au 11, 72336 Balingen, Germany, E-mail: info@coachroman.de (hereinafter the “Coach”) – and the person purchasing the coaching services via the coachroman.de website (hereinafter the “Client”). This Coaching Agreement (Terms and Conditions) governs all contracts for coaching, consulting, and analysis services between the Coach and the Client. Any terms or conditions of the Client that deviate from or conflict with this Agreement shall not apply unless the Coach has explicitly agreed to them in writing.

1. Scope of Services

The Coach provides **personalized health and performance coaching services**, including guidance, consultation, and support in the areas of fitness, nutrition, lifestyle, and related **lifestyle optimization** topics. The **exact nature and scope** of the services (e.g. one-time analysis consultation or ongoing coaching program) depend on the specific product or package the Client selects (see **Annex A** for a general description of service options). The Coach’s obligation is to deliver the agreed coaching services to the best of his ability and knowledge, but **no specific result is guaranteed**. The parties acknowledge that this is a **service contract**, not a “work” contract for a defined outcome; the Coach does not owe a particular physical transformation or health outcome, as success depends largely on the Client’s individual efforts and circumstances. The Coach will use evidence-based methods and personal expertise to guide the Client, but **ultimate results will vary** and depend on the Client’s commitment. No guarantee of particular outcomes (such as specific fitness improvements or health changes) is given.

2. Conclusion of Contract (Electronic Consent)

The presentation of coaching services on the website does not constitute a legally binding offer; it is an invitation for the Client to place an order. The Client can select a desired coaching service (e.g. single session or program) and add it to the cart. By clicking the **“Buy Now” / “Place Order”** button at checkout, the Client submits a **binding offer** to enter into a contract for the chosen service. The contract is concluded when the Coach (or the online shop system) issues an **order confirmation** by email to the Client. In absence of an explicit confirmation email, the contract is at the latest concluded by the Coach’s **commencement of service delivery**. **No handwritten signature is required**; the electronically formed agreement is legally binding. During checkout, the Client must check the boxes to confirm that they have read and agree to this Coaching Agreement (T&Cs) and the withdrawal waiver terms. **Contract language** may be German or English, as selected by the Client; both language versions are legally valid (see Section 11 below regarding interpretation). The text of this Agreement is provided to the Client (via link or email) upon ordering and can be accessed on the Coach’s website at any time.

3. Term of Contract

The **duration of the contract** depends on the specific service purchased (see **Annex A**):

- For **one-time consulting or analysis services** (e.g. a one-off lifestyle or lab analysis consultation), the contract ends automatically upon the **full delivery of the agreed service** (completion of the session and any associated report) – no further notice of termination is required.
- For **ongoing coaching programs** with a fixed term (e.g. a 12-week coaching program), the contract runs for the **agreed duration of the program** and terminates automatically at the end of that period. **Ordinary termination by the Client before the end of the agreed term is excluded** (except where mandatory law grants a right to terminate), as the agreement is for a set term. The right to terminate for **good cause** (extraordinary termination) remains unaffected for both parties.

Unless expressly stated otherwise, there is **no automatic renewal** of the coaching contract beyond the initial term. Once the service period ends, the contract concludes unless the Client and Coach mutually agree to extend or renew it by entering into a new agreement or addendum. If the Client wishes to continue with further coaching services after the term, a new booking or contract will be required.

4. Fees and Payment

The **fees/prices** for the coaching services are as listed on the website at the time of purchase. All prices are **final and inclusive** of any applicable charges; no VAT is charged or shown according to the small business regulation (§19 UStG) applicable to the Coach. **Payment is due immediately** upon contract conclusion, unless a different payment schedule has been explicitly agreed. Available payment methods (e.g. PayPal, credit card) will be displayed during checkout. The Client is responsible for ensuring that the chosen payment method is successful. **The Coach will not begin delivering services until full payment has been received.**

If a payment transaction is declined or reversed due to reasons within the Client's control (e.g. insufficient funds or incorrect payment details), the Client will be in **default of payment** without further notice. In such case, the Coach is entitled to suspend service delivery until payment is completed, or to rescind the contract after giving an appropriate grace period for payment. **No offset or withholding:** The Client may only offset claims against the Coach's fee with claims that are undisputed or legally established. The Client may exercise a right of retention (withhold performance) only to the extent that it arises from the same contractual relationship.

5. Consumer Right of Withdrawal

If the Client is acting as a **consumer** (i.e. an individual purchasing for personal purposes, not predominantly for business), the Client is generally entitled to a **statutory right of withdrawal (cancellation)** within fourteen days of concluding the contract, as described in **Annex B (Right of Withdrawal Policy)**. The Coach provides in Annex B detailed instructions on the right of withdrawal, exceptions, and a model withdrawal form, in accordance with legal requirements.

Note on Waiver of Withdrawal: The coaching services offered are delivered **digitally or commence promptly** after purchase. During the checkout process, the Client will be asked to **expressly consent** to the Coach beginning the service before the end of the usual 14-day withdrawal period, and to **acknowledge** that this means **the right of withdrawal is lost** once the service has been fully performed. By giving this consent and acknowledgment (via checkbox), the Client agrees to **waive the right to withdraw** from the contract, provided the legal conditions for such a waiver are met (see Annex B for details). In essence, if the Client requests immediate service and the Coach completes the service within the withdrawal period, the law deems that the withdrawal right expires due to the Client's prior consent and acknowledgment.

If the Client does not provide such consent, the Coach will delay the start of services until the 14-day period has elapsed or otherwise follow the legal requirements, but this may affect the timely delivery of the coaching program. For full details, refer to Annex B.

6. Cancellation, Rescheduling and Refunds

Outside of the statutory withdrawal right described in Section 5, the Client has **no right to cancel or terminate this contract early and receive a refund**, to the maximum extent permitted by law. In particular, once the Client has purchased a fixed-term coaching package or session, **no refunds will be provided** for any unused portion of the services if the Client chooses not to continue or fails to utilize the services, except in cases where a refund is required by law or explicitly promised by the Coach. Any sessions or services not utilized by the Client within the contract term **expire** at the end of the term without entitlement to a refund.

The Coach is nevertheless committed to fairness and may consider individual solutions in extenuating circumstances (at the Coach's discretion), but the Client has **no contractual claim** to such accommodation.

Rescheduling of Sessions: If the Client needs to **reschedule a coaching session or appointment**, the Client should inform the Coach **as early as possible (generally at least 24 hours in advance)** of the scheduled time. The Coach will attempt to accommodate a new appointment time if notified in advance. However, if the Client cancels on short notice (less than 24 hours before the session) or fails to show up for a session without a valid reason, that session may be deemed **forfeited** and counted as completed; the Client is not entitled to an extra make-up session or refund for the missed appointment.

If the Coach needs to cancel or reschedule a session (e.g. due to an emergency or illness), the Coach will notify the Client as soon as possible and arrange a **new appointment** at a mutually convenient time. In the unlikely event that the Coach is unable to deliver a significant portion of the agreed services (e.g. due to prolonged illness) and no equivalent alternative can be arranged, the Coach will offer the Client a **pro-rata refund** or other fair compensation for the undelivered services.

7. Client's Duties and Responsibilities

Successful coaching requires active **participation and cooperation** from the Client. By entering this agreement, the Client agrees to fulfill the following obligations:

- **Provide truthful and complete information:** The Client must accurately and fully inform the Coach about all facts relevant to the coaching. This includes health-related information (e.g. medical history, current medications or supplements, known injuries or conditions), lifestyle and routine details, fitness level, goals, and any other information requested by the Coach (for example, via intake questionnaires or assessments). The Client confirms that all such information provided is true to the best of their knowledge. If there are any changes in the Client's health or circumstances during the coaching term, the Client should promptly update the Coach.
- **Medical clearance:** The Client confirms that they are **medically fit to participate** in the coaching program. If the Client has any known medical conditions or concerns, they have **consulted with a physician** who has not advised against participation in the type of exercise, nutrition, or lifestyle changes that may be recommended. The Client is responsible for seeking medical advice before implementing any recommendations from the Coach if they are uncertain about how those might affect any medical condition. The Coach's guidance is provided with the understanding that the Client is either free of medical contraindications or has physician approval to engage in the activities.
- **Safe implementation:** The Client agrees to follow the Coach's instructions and guidelines **responsibly and within personal limits**. The Client will listen to their body and will not push beyond what they determine to be safe for themselves. If at any time the Client experiences pain, dizziness, excessive discomfort, or suspect an injury while following the Coach's advice (e.g. during exercise or dietary changes), the Client will stop that activity and, if necessary, seek medical attention. The Client will promptly inform the Coach of any such issues.
- **Engagement and communication:** The Client commits to actively working toward their health and fitness goals as guided by the Coach. This includes making reasonable efforts to implement agreed action plans, keeping scheduled coaching appointments, and communicating openly. If instructions or aspects of the program are unclear, the Client will ask the Coach for clarification to ensure proper understanding. The Client should also provide feedback on what does or doesn't work well so the Coach can adjust the approach if needed.

If the Client **violates these duties** or otherwise significantly impedes the Coach's ability to deliver the service (for example, by repeatedly missing sessions or withholding important information), the Coach may not be held responsible for any lack of progress or negative outcomes resulting from such factors. Furthermore, the Coach reserves the right to terminate the contract for good cause if the Client's breach of obligations makes it unreasonably difficult to continue the coaching relationship; in such case, any statutory refund rights for undelivered services will be honored, but additional claims may be excluded (see Liability section below).

8. Health Disclaimer (No Medical Advice)

The Client acknowledges that the Coach's services are **strictly coaching and consulting in nature and NOT medical advice or treatment**. The Coach is **not a medical doctor** and does not diagnose illnesses, prescribe medications, or perform medical procedures. Any fitness or nutritional advice, wellness tips, or analysis of lifestyle factors provided by the Coach is intended for **informational and educational**

purposes to help the Client improve their own health and performance through lifestyle changes. Such advice is **not a substitute for professional medical care**.

Nothing in the coaching program should be construed as a medical recommendation regarding any disease or condition. The Coach's guidance, including any discussion of lab results or suggestions of supplements, is **general in nature** and not tailored to treat any specific medical issue. The Coach may help interpret certain health indicators (for example, blood work results) **from a wellness perspective**, but this is to identify potential areas of improvement in diet or lifestyle and **does not constitute a medical diagnosis**. The Client should consult a licensed healthcare provider for medical interpretation of any test results and before making any changes to medication or treatment regimens.

The Client is solely responsible for their health and well-being during the coaching. The Coach strongly advises the Client to seek medical approval before significantly altering exercise routines or diet, especially if the Client has any underlying health conditions such as cardiovascular issues, metabolic disorders, high cholesterol, diabetes, injuries, etc. **All actions the Client takes based on coaching advice are taken at the Client's own risk**. If the Client is ever unsure about a specific recommendation in relation to their personal health, they agree to consult a doctor.

The Coach makes **no guarantees of healing or cure**. Any improvements in health, fitness, or performance are contingent on many factors and individual response. The coaching program is aimed at lifestyle enhancement and performance optimization, **not at treating medical conditions**. The Client confirms that they understand these distinctions and that any decisions regarding their health remain their own responsibility.

9. Limitation of Liability

The Coach's liability for damages, whether in contract or tort or other legal theory, is **limited as follows**:

- The Coach is **fully liable for intent and gross negligence**, and for any injury to life, body, or health caused by negligence on the part of the Coach.
- For **slight (ordinary) negligence**, the Coach is only liable for breach of an essential contractual obligation. Essential contractual obligations are those duties which are fundamental to the contract and which the Client can typically expect to be fulfilled (sometimes called "cardinal duties"). In such cases, liability is limited to the amount of **foreseeable damage typical for this type of contract** at the time of contract conclusion.
- The Coach is **not liable for slightly negligent breaches of non-essential duties**. In particular, the Coach will not be liable for purely economic losses, loss of profit, indirect or consequential damages, or disappointment of expectations in results, to the extent such limitation is permitted by law.
- **No liability without fault**: If the Coach is not at fault (e.g. issues caused by inaccurate information from Client or inherent risks described to Client), the Coach will not be held liable.

- Any further liability of the Coach is excluded to the maximum extent permitted by law.

Nothing in this Agreement shall limit or exclude the Coach's liability in cases where liability cannot be limited under applicable law (for example, under product liability law or in the event of fraudulent concealment of defects or personal injury caused by negligence).

Health-related injuries: The Coach shall not be liable for any **injuries or health issues** that the Client may suffer during or after implementing the coaching advice, **except** to the extent that such injury was directly caused by the Coach's **gross negligence or willful misconduct**. The Client understands that participation in any exercise or diet program has inherent risks. By choosing to follow the Coach's recommendations, the Client does so voluntarily and at their own risk. If the Client has any doubt about a specific exercise or activity, it is their responsibility to either not perform it or to seek medical or expert advice. The Coach will not be liable for adverse outcomes that could have been avoided had the Client followed medical advice or fully disclosed their health status.

10. Data Protection and Confidentiality

The Coach will handle the Client's **personal data** in compliance with applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR) and relevant German laws. For general information on data handling, the Client can refer to the Coach's website Privacy Policy. In the context of this coaching relationship, the Coach will necessarily process certain personal data provided by the Client, including potentially **health-related data** (for example, information about the Client's physical or mental health, medical history, lab results, etc.). Health data is considered sensitive personal data, and the Coach will only process it with the Client's **explicit consent**. By entering this agreement, the Client is asked to **explicitly consent** to the processing of their health data for the purpose of providing the coaching services (see **Annex C: Consent Declaration** for details). If the Client does not consent or later withdraws consent to process health data, the Coach may be unable to provide or continue the personalized coaching services.

All personal information and communications shared by the Client during coaching will be kept **confidential**. The Coach will not disclose the Client's identity or any sensitive information to third parties without the Client's permission, except as required to carry out the services or as required by law. For instance, the Coach may use third-party tools or platforms (e.g. a nutrition tracking app or video conferencing service) as part of the program; the Coach will ensure any such service providers are either GDPR-compliant processors or have appropriate safeguards, and only the necessary data will be shared. The Coach will not sell or give the Client's data to any external party for marketing or other purposes without consent.

Communication and Consent to Electronic Communication: The Client agrees that the Coach may communicate with them via **email, messaging apps (e.g. WhatsApp/Signal)**, or other electronic means as needed for scheduling, sharing documents, and coaching support. The Client understands that while the Coach takes

privacy seriously, electronic communications can carry some security risks (e.g. no method is 100% secure). By consenting to this Agreement, the Client accepts these forms of communication. The Client should inform the Coach if they prefer any particular method or need to avoid certain channels.

Data Retention: The Coach will retain the Client's personal data (including health data) only for as long as necessary to fulfill the coaching contract and as required by applicable retention laws (for example, financial records for tax purposes). After the end of the coaching relationship, or upon the Client's request, the Coach will delete or anonymize the Client's personal data, provided that no legal obligation to retain it exists. The Client has the right to request access to their personal data, rectification of inaccuracies, and erasure or restriction of processing in accordance with GDPR. The Client may also request a copy of their data or lodge a complaint with a supervisory authority if they believe their data rights are being violated.

Both Coach and Client agree to maintain **confidentiality** regarding the content of coaching sessions. The Coach will not disclose what is discussed or any materials produced for the Client to anyone else without permission, except if required by law or court order. Likewise, the Client agrees to respect the Coach's privacy and not share any proprietary materials or personal information about the Coach that may be learned through the coaching.

11. Governing Law, Jurisdiction, and Final Provisions

Governing Law: This Agreement and any disputes arising from it shall be governed by the laws of **Germany**, excluding its conflict of law provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If the Client is a consumer residing in another country, mandatory consumer protection laws of that country may apply to the extent those laws provide greater protection to the Client than the laws of Germany.

Jurisdiction: In the event of any disputes or legal proceedings, the courts at the Coach's business location (Balingen, Germany) shall have **jurisdiction**, provided that the Client is a **merchant/business entity or has no general jurisdiction in Germany**. If the Client is acting as a **consumer**, this jurisdiction clause does not deprive the Client of the protection of any mandatory jurisdiction rules in the Client's country of residence; the Client may in such case bring claims before the courts competent under applicable law. The Coach will not invoke a jurisdiction clause against a consumer that would force the consumer to litigate in an out-of-country forum.

Contract Languages: This Agreement is provided in both German and English for the convenience of the Client. Both versions are intended to convey the same terms. **In case of any difference in interpretation, the German version shall prevail** (as it is based on the jurisdiction's legal terminology). However, both parties will in good faith interpret the English text consistently with the German text.

Severability: Should any provision of this Agreement be or become invalid or unenforceable, the remainder of the Agreement shall remain in effect. The invalid provision shall be deemed replaced by a valid and enforceable provision that comes

closest to the original economic intent and purpose of the invalid provision. The same applies to any gaps or omissions in the Agreement.

No Oral Amendments: Changes or amendments to this contract must be made in text form (e.g. email confirmation or written addendum), unless a stricter legal form is required. No oral side agreements exist. The waiver of the text form requirement must itself be in text form.

Annex A – Description of Services and Duration

This annex outlines the general types of coaching services available. The specific content, schedule, and deliverables of the chosen service will be detailed to the Client during the booking process or in a separate confirmation.

- **Single Session Consultation / Analysis:** This category covers services like a **one-time health or lifestyle analysis consultation** (for example, a lab test review and lifestyle advice session, sometimes referred to as a “Lab Consult”). The Coach will typically conduct a **one-off coaching call** of approximately 60–90 minutes (either via video conference or phone) during which the Client’s current health data, habits, goals, and any lab results or assessments are reviewed. The Coach will provide **personalized recommendations** and insights focusing on areas such as nutrition, exercise, sleep, and stress management, tailored to the Client’s situation. The service may include a written **summary or a 30-day action plan** delivered to the Client after the session, outlining key steps and strategies discussed. Once this single consultation and any associated summary document are delivered, the Coach’s obligation is fulfilled and **the contract is complete**. *Duration:* This is a one-time service – the contract starts when the session is scheduled and ends after the session (and delivery of the summary, if applicable). There is no ongoing commitment or follow-up unless separately agreed.
- **Multi-Week Coaching Program:** This refers to a comprehensive **one-on-one coaching program spread over a set number of weeks** (for example, a standard program of about 12 weeks (3 months), though the length can vary by offer). Such a program generally includes: an initial in-depth assessment (e.g. an extensive intake call of 90–150 minutes to establish baseline, goals, and review any optional lab work), creation of a **personalized plan** (covering training, nutrition, supplementation, and lifestyle habits), and a series of **regular coaching sessions** (which might be weekly for the first phase and bi-weekly later, as an example). Throughout the program, the Coach often provides continuous support via messaging or email for questions and accountability, as agreed. The program concludes with a final session (e.g. a wrap-up call) and possibly a **comprehensive final report or forward plan** for the Client. *Duration:* The contract for a coaching program is fixed to the agreed program length (starting from an agreed kick-off date or the date of the first session). For instance, in a 12-week program, the contract begins at program start and ends 12 weeks thereafter, with all included sessions and support to be utilized within that timeframe. There is no automatic extension; however, the Client may be

offered follow-up sessions or continued coaching as a new arrangement. Any significant pauses or breaks during the program (e.g. due to Client travel or illness) should be communicated, and the Coach may, at his discretion, allow a reasonable extension of the program period to accommodate this, but is not obligated to extend beyond the original end date.

- **Specialized Modules / Add-On Services:** The Coach may also offer more **focused coaching modules** targeting a specific area (for example, a dedicated nutrition coaching module, a training plan module, or a follow-up package of a few sessions for alumni). These modules, if available, will be described on the website or in the offer, including what they entail (number of sessions, specific deliverables) and their duration. Typically, these are shorter engagements than the flagship program – for instance, a nutrition module might consist of a single extended session plus a follow-up, or a training routine package might span a month of guidance. *Duration:* Such modules usually have a clearly defined short-term duration (e.g. one month, or a certain number of weeks relevant to the module) and end once the included sessions or timeframe are completed. The contract for a module begins when purchased and ends after the specified module deliverables/time period. If the Client purchases multiple modules or services, each will be treated as a separate contract or an addendum to the main contract, as appropriate.

Note: During any ongoing coaching engagement, the Client can typically contact the Coach for support between scheduled sessions (for example, via email or messaging) within reasonable limits as set by the Coach (such as responding to brief queries or giving feedback on progress). The Coach will clarify the extent of between-session support included for each service. The Client understands that while the Coach aims to be responsive, instant or 24/7 availability is not guaranteed. Messages will generally be answered during the Coach's business hours or designated times.

Adjustments to Scope: If, during a coaching program, the Client and Coach mutually agree to modify or expand the scope of services (for example, to extend the duration, add extra sessions, or include an additional service like a detailed meal plan or an in-person session), they will document this change (for instance, via email or an amendment agreement). Additional fees may apply for added services, which will be communicated to and agreed by the Client in advance. Unless expressly agreed otherwise, such changes do not constitute a new contract but an adjustment governed by the terms of this Agreement.

Annex B – Instructions on Right of Withdrawal

B.1 Right of Withdrawal (Consumers Only)

If the Client is a consumer (see Section 5 of the Agreement), the following right of withdrawal applies to contracts concluded via distance communication (e.g. online via our website):

Right of Withdrawal: You have the right to withdraw from this contract within **14 days** without giving any reason.

The withdrawal period will expire **14 days from the day of the conclusion of the contract** (i.e. 14 days from the date you submitted your order).

To exercise your right of withdrawal, you must inform us (CoachRoman – Dr. Roman Buck, Auf der Au 11, 72336 Balingen, Germany, E-mail: info@coachroman.de) of your decision to withdraw from this contract by an **unequivocal statement** (e.g. a letter sent by post or an email). You may use the model withdrawal form provided below (Section B.2), but it is not obligatory.

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

Effects of Withdrawal: If you withdraw from this contract, we shall reimburse you for all payments we have received from you (except for any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery offered by us, if applicable) **without undue delay and in any event no later than 14 days** from the day on which we receive notification of your withdrawal from this contract. We will carry out such reimbursement using the **same means of payment** as you used for the initial transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of **services** (coaching) during the withdrawal period, you shall pay us an **amount proportionate** to what has been provided up to the point you communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract. In other words, we may deduct or invoice for the portion of the service already delivered until the time of withdrawal, and will refund the remainder of prepaid fees, if any.

Special Notes / Premature Expiry of the Right of Withdrawal:

1. For a **contract for the provision of services**, your right of withdrawal **expires early (is lost)** if the service has been fully performed (completed) by us before the end of the 14-day withdrawal period, **provided that** you requested or expressly consented to us beginning the service before the expiry of the withdrawal period **and** acknowledged that you would lose the right to withdraw once the service is fully performed.
2. For a **contract for the supply of digital content** (not delivered on a tangible medium), your right of withdrawal **expires** if we have begun execution of the contract (e.g. provided access to the digital content) with your prior **express consent** and you have acknowledged that by giving consent you immediately lose your withdrawal right once execution begins.

If neither of the above exceptions applies (i.e. if we have not begun the service or delivered digital content as described above within the 14-day period with your consent), then your right of withdrawal remains intact under the standard conditions stated.

B.2 Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

To: **CoachRoman** – Dr. Roman Buck, Auf der Au 11, 72336 Balingen, Germany;
E-mail: info@coachroman.de

I/We hereby give notice that I/we withdraw from my/our contract for the
provision of the following service:

Ordered on: (date)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper): ____

Date:

Annex C – Consent to Processing of Health Data

In order to provide personalized coaching services, it is necessary for the Coach to collect and process certain **health-related personal data** about the Client. This may include information regarding the Client's physical or mental health condition, medical history, results of any medical tests (such as blood work), biometric data (e.g. body measurements, fitness assessments), lifestyle habits, and similar data. Under the GDPR and related laws, such health data is classified as *special category personal data* which requires explicit consent from the data subject (the Client) for processing, except in limited circumstances.

Declaration of Consent: The Client hereby **explicitly consents** to the Coach collecting, storing, and processing the health-related information the Client provides, **for the purpose of delivering the agreed coaching services**. This includes using the data to design and adjust the Client's training plans, nutritional guidance, and overall coaching strategy, and to monitor progress. The data will be processed only to the extent necessary for those purposes and in accordance with the confidentiality and security measures described in this Agreement and the Coach's Privacy Policy.

The Client understands that this consent covers any health information the Client shares in the course of the coaching, such as details about diet, exercise, sleep patterns, stress levels, medical conditions, symptoms, lab test results, doctor's advice the Client chooses to share, etc. The Coach will treat all such data as **strictly confidential**. Health data will **not be disclosed to any third party** unless disclosure is necessary for the performance of the coaching services and the Client has given additional consent (for example, if the Client wishes the Coach to communicate with their doctor or another specialist, that would require separate permission), or if the Coach is required by law to disclose it (e.g. a court order or to prevent imminent harm). The Coach may use cloud-based tools (such as a coaching app or cloud storage) to store the Client's information; in such cases, the Coach will ensure those service providers are compliant with data protection requirements and bound to confidentiality.

Voluntary Nature: The Client's consent to provide health data is **voluntary**, but the Client acknowledges that without this consent, the Coach **cannot provide the coaching service**, since health and personal habit information is fundamental to

creating a personalized program. If the Client chooses not to consent or later withdraws consent, the coaching may need to be terminated (see below).

Right to Withdraw Consent: The Client has the right to **withdraw this consent at any time** with future effect. Withdrawal of consent can be done by sending an email or written notice to the Coach stating that the Client no longer consents to the processing of their health data. However, the Client understands that if such consent is withdrawn, the Coach may no longer be able to continue providing services, and it may result in early termination of the coaching contract. In case of withdrawal of consent, the Coach will cease processing the health data and will delete or anonymize the health data, unless retention is required by law (for example, to comply with legal obligations or for defense of legal claims). Any processing that occurred prior to withdrawal remains lawful.

The Client confirms that they have been informed about their data protection rights and the scope of this consent. The Client has read and understood the above explanation and **freely agrees** to the processing of their health and personal data as described. This consent is given in addition to any general acceptance of terms and does not waive the Client's rights under privacy laws; it specifically allows the Coach to handle sensitive health information for the coaching purposes.

By accepting this Agreement and entering into the coaching contract (e.g. by checking the box during online checkout), the Client **acknowledges** that they are also providing the above explicit consent to process health data.

If the Client has any questions or concerns about how their data will be used, they should contact the Coach (at the contact information provided) for clarification.

Last Updated: December 2025
