

General Terms and Conditions of Business of Management Beyond Borders

§ 1 General information

1 Our General Terms and Conditions of Business (GTC's) shall be effective to the exclusion of all others. Any such terms and conditions of our Contractual Partner as shall be of differing content shall be binding for us only where we shall have expressly approved them in writing. Additional agreements and such as are of differing content shall require to be in written form for them to be deemed effective. Amendments and additions to or cancellation of the Agreement shall likewise only be deemed effective where we shall have confirmed their content in writing.

2 Our GTC's shall also apply for all future Agreements concluded with the Contractual Partner.

§ 2 Prices

The prices valid at any given time are net fixed prices. The statutory Valued Added Tax applicable at any given time shall be shown separately. The addition of Value Added Tax shall likewise apply for all such training invoices raised in conjunction with cancellation of Agreement or default in acceptance as shall be subject to turnover tax.

§ 3 Payment

Payment shall be due and owing without deduction upon receipt of invoice.

§ 4 Obligation to maintain secrecy

1 Any and all course documentation and/or any worksheets as shall have been handed out in conjunction with training programmes are protected by copyright and may not - even in abridged form - be duplicated or made available to third parties without the written approval of the Company. The same shall apply in respect of the acceptance of electronic media. The Company shall reserve the right to assert legal action for damages in the event of contravention of the above.

2 The Company shall be at liberty to process all such data as shall be of pertinence to the business relationship with the Contractual Partner and/or to have such data processed by third parties. Data pertaining to participants or Contractual Partners to which the Company shall become privy in conjunction with training programmes shall be treated in the strictest confidence and shall be used exclusively for internal purposes.

3 The Company shall be obliged to maintain absolute secrecy in conjunction with facts relating to participants and Contractual Partners to which it shall become privy through training programmes.

§ 5 Postponement and cancellation of training appointments

1 It shall be possible to accommodate the wishes of the Contractual Partner in respect of postponement of training appointments after a given programme has commenced as well in so far as the Contractual Partner shall have advised the Company in writing of any such wish at least 4 weeks prior to the training appointment in question and the

Company is in a position to facilitate a replacement appointment. The Contractual Partner shall undertake to pay the cancellation fees agreed under § 5 Sub-sections 2 and 3 where the deadline stipulated per the above is not adhered to or there is no replacement appointment available. Should it transpire that the postponed training programme does not take place per replacement appointment agreed, said postponement shall be treated as a cancellation and Sub-section 3 a) below of the present General Terms and Conditions of Business shall apply irrespective of the point-in-time of cancellation.

2 The following provisions shall apply for each and every instance of cancellation of a training programme:

3 Irrespective of the reason(s) for cancellation, and in due consideration of non-incurred expenditure, the following cancellation fees shall be owing and payable on the date of cancellation:

a) in the case of cancellations submitted no later than 60 days prior to the first appointment, 30% of the total value of Agreement cancelled

b) in the case of cancellations submitted no later than 30 days prior to the first appointment, 50% of the total value of Agreement cancelled

c) in the case of cancellations of later date, 80% of the total value of Agreement cancelled.

4 The Company shall, in addition, be at liberty to furnish evidence to the effect that the extent of loss/damage actually incurred exceeds the amount of cancellation fees set forth under § 5 Sub-section of the present General Terms and Conditions of Business.

5 It shall be specifically deemed admissible for the Customer to furnish the Company with such evidence as shall serve to confirm that the Company has not incurred loss/damage, or, alternatively, has done so to lesser extent.

6 Each and every instance of cancellation and postponement shall attract an administrative fee chargeable by the Company of 10% of the overall investment.

7 Where the Company shall not have received notification of cancellation prior to commencement of a training appointment and a trainer commissioned by the Company has travelled to attend on the day in question, the Company shall be entitled to payment of all personnel and administration costs incurred up until then in conjunction with the training programme in question.

§ 6 Compensation

1 Claims for compensation will not be entertained, irrespective of their legal basis, in particular such as may be attributable to positive violation of a contractual obligation or tort; this shall not apply, however, where loss/damage shall be found to be attributable to wilful intent or gross negligence. A Party found to be in breach of contractual obligations of significant content shall also be held liable where such contravention is found to be attributable to minor negligence.

2 In the event of such occurrence, liability shall be confined to such loss/damage as shall have been foreseeable and typical of the contract in question.

3 In so far as liability is excluded or limited, same shall apply in respect of the personal liability of administrative personnel, employees, colleagues, representatives and vicarious agents.

4 The Customer shall be fully responsible for the actions of its colleagues/personnel, both inside and outside of the training programmes.

5 The training programmes and all course documentation and/or any worksheets as shall have been handed out in conjunction with training programmes have been given careful consideration and have been subjected to appropriate examination by the Company. The activity in question is purely a service, and, as such, there is no obligation to deliver a successful outcome.

6 The foregoing provisions as set forth under Sub-sections 6.1 - 6.5 shall not be construed as implying change in respect of the burden of proof.

§ 7 Place of performance, jurisdictional venue

1 German Law shall apply.

2 The jurisdictional venue shall be Cologne in so far as the Customer is a business person within the meaning of the Uniform Commercial Code [*Handelsgesetzbuch*].

§ 8 Severability clause

Agreements of differing content and/or additions to the present Agreement shall require to have been executed in written form and to be signed by both Parties. This shall likewise apply in the case of amendment of requirements pertaining to written form. Where a provision(s) contained in the present Contract and/or the General Terms and Conditions of Business attaching to the present Contract shall be found to be ineffective, either partly or in its/their entirety, the effectiveness of the remaining provision(s) shall not be thereby affected. The Contractual Parties shall undertake in such instance to replace the ineffective provision(s) by such as is/are held to be most consistent with the (economic) content of the ineffective provision(s).