

General Terms and Conditions of the companies Neulands Process One GmbH and Process One Consulting GmbH – as at May 2006 – hereinafter referred to as Process One

1. General

- 1.1. The following terms and conditions form the basis for all existing and future legal transactions/contracts with Process One. These General Terms and Conditions apply even in the absence of any explicit reference to them in the future as the relationship progresses.
- 1.2. Process One organises “open seminars” and “in-house seminars”. *Open seminars* are seminars that are advertised to the general public in the Process One catalogue or in advertisements. *In-house seminars* are company-internal seminars that are held by the employees of Process One on the premises provided by the contract partners/participants, e.g. events for social competence training, personnel training, etc.
- 1.3. Any terms and conditions operated by contract partners of Process One that conflict with the following terms and conditions do not apply. We hereby expressly oppose such terms and conditions.
- 1.4. In individual cases, additional supplementary terms and conditions may be agreed as part of an individual contract. However, any regulations that deviate from these General Terms and Conditions are only effective if they are negotiated in an individual case and confirmed by Process One in writing.
- 1.5. For contracts in which Process One has merely acted as a mediator, while another company has actually provided the services and invoiced for them directly, the General Terms and Conditions of that particular company apply.

2. Conclusion of contract/proviso to make changes

- 2.1. Contracts between Process One and its contract partners/participants for *open seminars* are concluded as follows: applications from contract partners/participants to enrol for the seminars must be made in writing by post, fax or e-mail. A contract concluded with Process One is only binding once Process One has confirmed the application/participation to the contract partner/participant in writing (order confirmation). The content of this order confirmation is authoritative for the way in which the contract is processed. Applications are considered in the order in which they are received, according to the post receipt stamp at Process One. This applies in particular where the number of participants is limited.
- 2.2. Contracts between Process One and its contract partners/participants for *in-house seminars* are concluded as follows: if a contract partner/participant expresses an interest in the holding of one of these seminars, Process One writes to the contract partner/participant with a corresponding offer. Process One considers itself bound by this offer for a total of three months, calculated from the offer date.

- 2.3. Verbal orders placed with Process One by contract partners/participants, informal agreements and additional agreements, as well as subsequent changes to the contract, are in principle not binding on Process One unless confirmed in writing by Process One and/or unless the services giving rise to such informal agreements are actually or have actually been carried out by Process One. In case of the latter, the scope of the service is determined in line with the services actually performed by Process One.
- 2.4. Descriptions of services by Process One in brochures, etc. are non-binding.
- 2.5. In the event of good reason, Process One is entitled to make slight changes to the scope of the service unilaterally provided that the overall character of the seminar, its key content and organisation are not changed and that the changes made are reasonable for the contract partner/participant. Slight changes include, in particular, replacing the trainer if the original trainer is unable to attend due to illness, or altering the sequence of the content of the seminar, or adjusting the content to suit the process in a training session. Changes as defined by section 2.5. do not entitle the contract partner/participant to exercise warranty rights.
- 2.6. Either of the contract parties may contact the other contract partner to request a significant change to the agreed scope of the service. This must be done in writing. Upon receiving such a change request, the recipient will verify whether and under what conditions the desired change to the contract can be implemented and will notify the requesting party immediately in writing of whether this change has been approved or rejected, stating the reasons for this decision if necessary.
- 2.7. The contract partner's entitlement to attend the seminar can be transferred to a third person at any time.

3. Holding of seminars/success of service

- 3.1. Within the framework of the contract concluded, responsibility for choosing/determining the manner in which to hold the seminars, the working materials to be used and the methods to be applied lies solely with the employees of Process One.
- 3.2. Process One is solely obliged to communicate the subject matter. It is not obliged to ensure success.

4. Terms of payment/prices

- 4.1. Invoices from Process One must be settled immediately upon receipt, without deduction.
- 4.2. The contract partner/participant is obliged to pay separately for any invoiced part services that may be subject to a charge. Aside from this, Process One is entitled, in the case of long-term contracts,

- to demand instalments that are appropriate for the work already executed.
- 4.3. For contracts that are concluded relating to so-called open seminars, the contract partner/participant is obliged to settle the invoice amount in question prior to the start of the seminar.
 - 4.4. If an invoice amount is not settled within 30 days, calculated from the invoice date, the contract partner/participant will be in default. Process One is authorised to charge default interest from the 31st day, calculated from the invoice date, amounting to 8 percentage points above the base interest rate in question if and in so far as the client is an entrepreneur as defined by § 14 BGB (German Civil Code), and amounting to 5 percentage points above the base interest rate in question if and in so far as the client is a consumer pursuant to § 13 BGB. Process One reserves the right to claim further damages as a result of the default.
 - 4.5. Payment instructions, cheques and bills are accepted only by special agreement and only for payment purposes, with all collection and discount charges included.
 - 4.6. Payments must in principle be made without any costs being incurred by Process One. This also applies to payments made from abroad, and even in cases where a transaction fee is payable. The cost of payment transactions must always be borne by the party due to make the payment.
 - 4.7. All seminar fees are exclusive of value-added tax, which will be charged at the rate that applies at the time of payment. If the rate of value-added tax changes within the contract period, each period in which a different rate of value-added tax applies will be deemed to have been agreed separately.
 - 4.8. Any assignment of claims against Process One by the contract partner/participant requires the express written approval of Process One in order to be valid. Claims may only be set off against Process One claims if they are undisputed or final and absolute. The same applies to counter-claims that justify a right to withhold payment in accordance with §§ 273, 320 BGB.
- 5. Rescission/cancellation/lump-sum compensation**
- 5.1. The rescission of contracts that relate to participation in open seminars must always be effected in writing.
 In the event of rescission *up to four weeks prior to the start of the seminar*, no rescission charge will be incurred by the contract partner/participant.
 In the event of rescission *up to two weeks prior to the start of the seminar*, Process One is entitled to charge the contract partner/recipient 25% of the seminar fee as a rescission charge unless the latter provides an alternative date. The right to name an alternative date is only available once. In this case, there is no handling fee.
 In the event of rescission *up to four days prior to the start of the seminar*, Process One may demand 50% of the seminar fee unless the contract partner provides an alternative date. In this case too, the right to name an alternative date is available only once. If an alternative date is named, Process One may also charge a handling fee of 150.00 euros.
 If the contract is rescinded *less than four days prior to the start of the seminar* or if the contract partner/participant fails to attend the seminar, Process One will charge the contract partner/participant the full seminar fee (100%).
 If a contract partner/participant does not make any use of the service provided, or only makes use of it in part, he will not be entitled to any reimbursement for elements that have not been used.
 - 5.2. The rescission of contracts that relate to participation in in-house seminars (management consultancy sessions/presentations and coaching sessions) must always be effected in writing.
 In the event of rescission *up to six weeks prior to the event*, Process One will not impose a rescission charge on the contract partner/participant.
 In the event of rescission *up to three weeks prior to the event*, the contract partner/participant is entitled to provide an alternative date (once only), otherwise Process One is entitled to charge the contract partner/participant 25% of the agreed event fee.
 If rescission of the contract is declared within a period *of less than three weeks prior to the start of the event*, Process One will charge the contract partner/participant 50% of the agreed event fee.
 If the contract is rescinded *less than four working days prior to the start of the event*, Process One will charge the contract partner/participant the full event fee agreed (100%).
 If a contract partner/participant does not make any use of the service provided, or only makes use of it in part, he will not be entitled to any reimbursement for elements that have not been used.
 The cost of third-party services (cost of travel to the destination/accommodation expenses, catering, training material, taxi, bus transfer etc.) will, in principle, be borne by the contract partner/participant.
 - 5.3. The notice periods referred to in 5.1. and 5.2. are calculated from the moment that the written declaration of rescission is received at Process One.
 Process One expressly reserves the right to claim higher costs and/or damages.
 The contract partner/participant reserves the right, with regard to the lump sums referred to in 5.1. and 5.2., to prove that Process One has incurred lower damages and/or costs.
 - 5.4. Process One is entitled to withdraw from the contract in the event of good reason. Good reason exists, in particular, *if* in the case of open seminars there is an insufficient number of participants – less than five participants,

if the trainer/speaker is prevented from holding the seminar due to illness and a suitable replacement cannot be found,

if the seminar cannot take place due to force majeure and/or other unforeseeable events.

In this case, Process One is entitled to offer alternative dates.

Good reason also exists if contract partners/participants damage the reputation of Process One on account of their behaviour.

6. Confidential information, data protection

6.1. The contract partners will treat any fundamental details about the other contract partner that are not generally known about with the usual level of confidentiality employed in business. However, the contract partners/participants may make free use of ideas, concepts, know-how and techniques that relate to personnel and organisational development.

6.2. The contract partners will only process or use personal data from the other contract partner for contractually agreed purposes. In particular, they will secure such data against unauthorised access and only pass it on to third parties with the other contract partner's written approval.

7. Copyright

7.1. Work folders and documents, etc. that accompany seminars are subject to the protection of copyright law. They are protected as a personal intellectual creation of Process One by copyright law, the regulations of which are deemed to have been agreed even if the level of creativity required by § 2 of the copyright law has not been achieved.

7.2. The contract partner/participant is not entitled to reproduce, or arrange for a third party to reproduce, the aforementioned documents photomechanically or electronically. The contract partner/participant undertakes to use the above documents solely for personal use within the context of participation in the course and not to pass them on to third parties. Imitation in any form, either in full or in part, is not permitted.

7.3. In the event that the contract partner/participant violates contractual and/or statutory regulations protecting the rights, especially the copyrights, of Process One, Process One has a right to be informed and to demand that the contract partner/participant refrain from taking such action. In addition, the contract partner/participant is liable vis-à-vis Process One for the resulting damage.

8. Sects

8.1. Process One's seminars are developed on a sound academic basis – not on the basis of any ideology or sect. We therefore explicitly distance ourselves from organisations such as Scientology and similar organisations and reject any form of cooperation with these or similar organisations, as well as with companies that have close links with them.

We declare that our company does not work in accordance with a method (“technology”) of L. Ron Hubbard (e.g. the “technology” for managing a company) or work in any other way with a method associated with Hubbard. Process One completely rejects these methods. We protest against corresponding advertisements for training programmes, courses or seminars that are based on a method of L. Ron Hubbard or that follow these “technologies” and prevent them from being distributed in any way within our company.

We do not organise any training programmes, courses or seminars within our company in accordance with the aforementioned “technologies” or compel anybody to organise or attend such events. We do not maintain any business relationships with individuals, companies or organisations that promote the introduction of the methods (“technologies”) of L. Ron Hubbard and/or support the dissemination of these methods (“technologies”). Furthermore, we do not knowingly support any companies and/or groups of companies that are themselves managed or influenced in accordance with the methods (“technologies”) of L. Ron Hubbard. The details stated in section 8 have been deposited as a statutory declaration with the Department for Sects and Ideological Issues (Referat für Sekten- und Weltanschauungsfragen) in the diocese of Fulda.

9. Client's duty to cooperate and inform

9.1. Contract partners/participants are obliged to notify Process One employees of any particular work impediments, etc. that they are aware of or should be aware of. They must provide such information without delay prior to the commencement of the work. This applies in particular to in-house seminars.

9.2. Contract partners/participants are further obliged to make sure independently that from their perspective participation in the seminars and/or events is possible without hindrance or restriction.

9.3. In the case of in-house seminars, the contract partner/participant undertakes to grant the employees of Process One unhindered access to the business premises/seminar rooms and to supply the necessary equipment.

9.4. If the contract partner/participant fails to fulfil the duty to cooperate and inform, as laid down in this section, and as a result delays, etc. occur during the course of handling the contract, the contract partner/participant will be liable for any damages caused by violation of the duty to cooperate and inform.

In the event that the stipulated duty to cooperate and inform is violated by the contract partner/participant, he also undertakes to indemnify Process One against third-party claims if and in so far as the occurrence of damage is due to a violation of the duty to cooperate and inform on the part of the contract partner/participant.

10. Warranty and liability

- 10.1. The seminars/events in question will be prepared and carried out carefully by Process One on the basis of current knowledge.
- 10.2. Process One accepts no liability for ensuring that individual contract partners/participants can actually utilise the knowledge acquired and advice received individually in accordance with their own personal ideas. In other words, Process One is not liable for a particular result, especially not for one set by contract partners/participants themselves.
- 10.3. Contract partners/participants must check for themselves whether they are able to cope with the requirements of the seminar. They are personally responsible for their own actions and for their own physical and mental health/state. Process One accepts no liability for any detrimental results of contract partners/participants failing to meet the prerequisites for the seminar. Contract partners/participants are liable for any damage incurred as a result of false statements that they are guilty of making.
- 10.4. Any obvious deficiencies and warranty claims must be reported or asserted to Process One employees in writing without delay during the course of the seminar/event. If this deficiency is not reported, the contract partner/participant is excluded from making any claims concerning the warranty. Any non-obvious deficiencies must be reported to Process One within a year. If this deficiency is not reported, the client is excluded from making any warranty claims, even relating to non-obvious defects.
- 10.5. For any deficiencies that are quite rightly reported, Process One warrants that it will either correct them or replace them, depending on which option it chooses. The contract partner/participant must allow Process One a reasonable period of time in which to correct deficiencies or take remedial action.
- 10.6. Process One is only liable for intent and gross negligence, provided that claims do not include loss of life or injury to body or health. For simple vicarious agents, liability is limited to intent.
- 10.7. All claims – particularly warranty claims – against Process One will expire in one year.

11. Place of performance, jurisdiction, partial invalidity

- 11.1. The place of performance for all current and future claims arising from the business relationship is the place of jurisdiction. The place of jurisdiction for all disputes between the contract parties is Fulda, provided that the contract partner is a full merchant, a legal entity under public law or a special fund under public law. However, Process One is also entitled to take legal action at the location of the contract partner's registered office.
- 11.2. The invalidity of one or more provisions will not affect the validity of the other provisions. If these terms and conditions contain ineffective provisions, the latter must be replaced by permissible

provisions that safeguard the purpose of the contract and the commercial result intended by Process One. Alternatively, the statutory provisions are to be referred to.