

General Terms and Conditions of Process One Consulting GmbH
-Version: March 2012 – hereinafter, “Process One”

1. In general

- 1.1. The following Terms and Conditions form the basis for all transactions/contracts with Process One, including those in the future. These Terms and Conditions also apply even where no expressed reference is made to them during the course of a business relationship.
- 1.2. Process One organises so-called “in-house seminars”. In-house seminars mean seminars within the company that are organised by Process One employees in rooms made available by the contract partner, for instance, events for the training of social skills, staff training, etc.
- 1.3. Terms and conditions of the contract partner of Process One are not applicable to the extent that they conflict with these Terms and Conditions. Such terms and conditions are hereby expressly rejected.
- 1.4. Supplementary terms and conditions may be agreed to on a case-by-case basis as a component of a specific contract. However, arrangements in deviation from these General Terms and Conditions are effective only if they have been negotiated in the specific case and confirmed in writing by Process One.
- 1.5. For contracts that are merely brokered by Process One but directly performed and billed by another company, the general terms and conditions of such other company are applicable.

2. Conclusion of contract/reservation of amendment

- 2.1. Contracts concluded between Process One and its contract partners come into effect as follows: If a contract partner announces its interest in conducting a seminar of this sort, then Process One will make it a corresponding written offer. Process One is bound by such offer for a total of three months. The three-month period begins to run on the date of the offer.
- 2.2. Oral engagements of Process One by the contract partner, other understandings and side agreements, and subsequent contract amendments are generally not binding on Process One, unless Process One confirms them in writing and/or the services underlying such understandings are/were actually rendered by Process One. In the latter case, the scope of services is determined by the services actually rendered by Process One.
- 2.3. Descriptions of services by Process One in brochures, etc. are non-binding.
- 2.4. Where an important reason exists, Process One is entitled to unilaterally make minor modifications to the scope of performance, provided that the overall character of the seminar, i.e. its essential content and structure, is not changed and, moreover, that the contract partner can reasonably be expected to accept the change. Minor changes are considered to be, in particular, a change of trainer where the original trainer is unavailable due to, e.g. illness or a change in the sequence of seminar content or modification thereof to meet the process in a training session. Changes within the meaning of No. 2.5 do not entitle the contract partner to exercise warranty rights.
- 2.5. Each of the contracting parties may request from the other contract partner a material change to the agreed scope of services. This must be done in writing. Upon receipt of a change request, the receiving party must examine whether and under what conditions the desired contract amendment can be carried out and promptly notify the requesting party in writing of its approval or rejection, where applicable, with its reasons for same.

3. Holding of seminars/successful performance

- 3.1. The choice/stipulation of the manner in which seminars are conducted and of the working materials and methods used rests solely, in connection with concluded contracts, with the Process One employees.
- 3.2. Process One owes only the imparting of the learning material. Learning success is not owed.

4. Payment terms/prices

- 4.1. Process One invoices are due immediately upon receipt and payable without deduction.
- 4.2. The contract partner is obligated to separately compensate billed partial services that are capable of invoicing. In addition, under long-term contracts, Process One is entitled to demand instalment payments that are reasonably related to work already performed.
- 4.3. If an invoiced amount is not settled within 30 days – calculated from the date of invoice – the contract partner is thereupon in default. Starting on the 31st day – calculated from the date of invoice – Process One is entitled to charge default interest in the amount of eight percentage points above the applicable base interest rate, provided that the client is an entrepreneur within the meaning of section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB). The assertion of further damages from default remains reserved.
- 4.4. Payment instructions, cheques, and bills of exchange will be accepted only pursuant to special agreement and only subject to collection, with all collection and discount expenses being charged.
- 4.5. In general, payments are free of charges for Process One. This also applies to payments from other countries, including where a transaction fee is charged. The costs of payment transactions are always for the account of the party owing the payment.
- 4.6. All seminar fees are net of the value-added tax applicable at the time of performance. If the value-added tax rate changes during the contract period, the periods with the respective value-added tax rates are deemed separately agreed to.
- 4.7. Assignments by the contract partner of claims directed against Process One require the express written consent of Process One in order to be effective. A set-off against Process One claims is permissible only with claims that are uncontested or that have been reduced to a legally enforceable judgment. The same applies to counterclaims that establish a right to deny performance under sections 273 and 320 BGB.

5. Rescission/cancellation/lump-sum compensation of damages

- 5.1. Contracts may be rescinded only in writing. If rescission occurs up to six weeks prior to the event, Process One will not charge the contract partner any rescission fees. In the event of rescission up to three weeks prior to the event, the contract partner is entitled one time to designate a substitute date, failing which Process One is entitled to bill the contract partner 25% of the agreed event fee. If rescission is declared during a period of less than three weeks prior to the start of the event, Process One will charge the contract partner 50% of the agreed event fee. In the event of rescission shorter than four working days prior to the start of the event, Process One will charge the contract partner the full agreed event fee (100%). If a contract partner does not make use of the service, or does so only in part, there is no claim to reimbursement for the unused portion. The costs for outside services (costs for travel, lodging, and meals, training materials, taxi fares, bus transfers) are generally for the account of the contract partner.
- 5.2. In calculating the periods set forth under No. 5.1, the date on which Process One receives the written declaration of rescission is decisive. The right of Process One to assert greater expenses and/or damages remains expressly reserved. With respect to the lump sums designated under No. 5.1, the contract partner remains entitled to prove that Process One suffered lower damages and/or expenses.
- 5.3. Process One is entitled to rescind the contract where an important reason exists. An important reason is considered to exist where the trainer/consultant is prevented by illness from holding the seminar and a suitable substitute for him or her is unable to be procured, the seminar cannot take place due to force majeure and/or other unforeseeable events. In such case, Process One is entitled to offer substitute dates. An important reason likewise exists where the contract partner damages the reputation of Process One through its conduct.
- 5.4. Where the training session does not take place due to trainer illness, force majeure, or other unforeseeable events, there is no claim to performance of the seminar. There is no claim to compensation of travel and lodging costs or to lost work time of the participants.

6. Confidential information, data protection

- 6.1. Each of the contracting parties must treat the other contract partner's material affairs, as well as those that are not publicly known, with the degree of confidence customary in business. However, each of the contract partners may freely use ideas, concepts, know-how, and techniques that relate to personnel and organisational development.
- 6.2. Each of the contracting parties may process or use personal data of the other contract partner only for contractually agreed purposes. In particular, they must safeguard such data against unauthorised access, and they may disclose same to third parties only with the written

agreed as being applicable even where the level of creativity required under section 2 of the Copyright Act is not reached.

- 7.2. The contract partner undertakes to use the aforementioned documentation only in connection with mutual projects and to refrain from disclosing it to third parties. Any plagiarism, including in part, is impermissible.
- 7.3. In the event of breaches by the contract partner/participant of contractual and/or statutory rules that protect the rights of Process One, particularly copyrights, Process One has claims against the contract partner to information and injunctive relief. In addition, the contract partner is liable to Process One for the damages resulting from this.

8. Passage concerning sects

- 8.1. Process One seminars are based on well-founded scientific foundation, not on ideology or the cult of a sect. For this reason, we firmly distance ourselves from organisations such as Scientology and the like and reject all collaboration with these and similar organisations, as well as with companies closely related to them. We declare that our company does not work according to a method (“technology”) of L. Ron Hubbard (e.g. the “technology” for managing a company) and/or with one of the methods associated with Hubbard but instead fully rejects them. We repudiate corresponding advertisements for training sessions, courses, or seminars that are based on a method of L. Ron Hubbard or on these “technologies” and prohibit any dissemination whatsoever in our company. We do not organise any training sessions, courses, or seminars in accordance with the aforementioned “technologies” and do not induce anyone to organise or attend same. We do not maintain any business relationships with persons, companies, or organisations that push the introduction of the methods (“technologies”) of L. Ron Hubbard or support the dissemination of said methods (“technologies”). Furthermore, we deliberately do not support companies and/or corporate groups that themselves are managed or influenced by the methods (“technologies”) of L. Ron Hubbard. The information set forth in No. 8 was filed as a sworn affidavit with the Diocese of Fulda, Office for Issues Concerning Sects and World Views.

9. Duties of the client to cooperate and provide information

- 9.1. The contract partner is obligated to promptly notify Process One employees prior to the start of work about special impediments to work, etc. that are known to it or should be known to it.
- 9.2. The contract partner is obligated to independently ensure that in its view, unimpeded/unrestricted participation in the seminars and events can take place.
- 9.3. In the event that seminars are conducted in-house, the contract partner undertakes to provide Process One employees with unimpeded access to the business premises/seminar rooms and to arrange for the requisite equipment.
- 9.4. If the contract partner fails to satisfy the duties to cooperate and provide information dealt with in this section and this causes delays in the course of contract performance, the contract partner is liable for the damages incurred as a result of breach of the duties to cooperate and provide information. In the event that the contract partner breaches the aforementioned duties to cooperate and provide information, it also undertakes to indemnify Process One against third-party claims, provided that the occurrence of damage is attributable to a breach of the contract partner's duties to cooperate and provide information.

10. Warranty and liability

- 10.1. Seminars/events are diligently prepared and conducted by Process One based on the current state of knowledge.
- 10.2. Process One assumes no liability for whether individual participants can actually exploit the knowledge acquired and the suggestions received for themselves specifically in accordance with their personal perceptions. That is, Process One is not liable for a specific success, in particular, not for one that the contract partner/participant set for itself, himself, or herself.
- 10.3. The contract partner must verify whether the participants feel up to the requirements of the seminar. Process One is not liable for detriments to the contract partner/participant that result from the fact that the seminar prerequisites are not present in the person of the participant. The contract partner/participant is liable for damages that result from incorrect information culpably provided by it.
- 10.4. Provided that they are obvious, notification of defects and warranty claims must be promptly lodged with or asserted against Process One employees in writing while the seminar/event is ongoing. In the event of failure to provide such notification of defects, the contract partner/participant is precluded with all claims concerning the warranty. Defects that are not obvious must be reported to Process One within one year. In the event of failure to provide such notification of defects, the client is precluded with all warranty claims concerning defects that are not obvious.
- 10.5. For defects that have been validly objected to, Process One's warranty consists of, at its option, repair or replacement. The contract partner must set a reasonable deadline for Process One to eliminate/remedy the defect.
- 10.6. Process One is liable only for wilful misconduct or gross negligence, provided that the damage does not consist of injury to life, body, or health. For persons used to perform an obligation, liability is moreover limited to wilful misconduct.
- 10.7. All claims, particularly warranty claims, against Process One are prescribed after one year.

11. Place of performance, place of jurisdiction, severability clause

- 11.1. The place of performance for all current and future claims arising out of the business association is the place of jurisdiction. Fulda is the place of jurisdiction for all disputes arising between the contracting parties, provided that the contract partner is a registered merchant, a legal person under public law, or a special fund under public law. However, Process One is also entitled to bring suit at the registered office of the contract partner.
- 11.2. The ineffectiveness of one or more provisions does not affect the validity of the remaining provisions. If these Terms and Conditions contain ineffective provisions, they are to be replaced by permissible ones that ensure the contract purpose and the economic success intended by Process One. In the alternative, statutory provisions are to be applied.