

General Terms of Service of Fürstenberg Institut GmbH for the Organisation Consulting and Academy departments

1. General

- 1.1. These terms of service apply to all services that Fürstenberg Institut GmbH (hereinafter referred to as the "Institute") offers from the Organisation Consulting and Academy departments (e.g. presentations, organisation consulting, coaching, workshops). They also apply to the entire business relations between the Institute and its customers (hereinafter referred to as the "customer"). The customer's terms and conditions do not form part of the contract. The Institute rejects the inclusion of the customer's general terms and conditions. This also applies if and in so far as the regulatory area of the customer's general terms and conditions go beyond that of these terms of service. If any of the provisions of these terms and conditions are or become invalid, this shall not affect the validity of all the other provisions or agreements.
- 1.2. The Institute points out that the contracts with customers are always of a service-oriented nature. The Institute does not owe the customer any specific success and is only responsible for the professional implementation of its services.
- 1.3. The Institute also points out that it is authorised to have its services performed by professionally suitable subcontractors.

2. Conclusion of contract

Offers from the Institute to enter into a contract are non-binding and are limited to 3 months. This means that they only contain a request to the customer to submit an offer of his own. The contract shall only be concluded if the Institute accepts the customer's corresponding offer. The customer's offers are binding for him.

3. Number of participants

The minimum number of participants for seminars, presentations and workshops (hereinafter referred to as "events") is 6 persons, and the maximum number is 12. Exceptions can be made for presentations in individual contracts. The number of participants for organisation consulting shall be stipulated in individual contracts. The customer shall inform the Institute of the definite number of participants 2 weeks before the event begins. This figure shall form the basis for calculating the materials required for the participants and the daily rates etc. per participant.

4. Arranging appointments

If no fixed appointment has been arranged in the respective job order for the Institute's services, appointment options may be submitted to the customer. These options are valid for 14 days after the customer has received them. If the customer does not confirm any of the options to the Institute within the deadline, there shall be no entitlement to claim these appointments. The Institute shall then be entitled to insist upon an agreement with the customer on a new appointment.

5. Duration of events

The duration of events agreed upon between the Institute and the customer includes the time for breaks. An event arranged to last eight hours shall include the following breaks: a 20-minute break during both the morning and the afternoon, and a one-hour break for lunch.

6. Subject to alterations

- 6.1. If the person designated by the Institute to run the event (e.g. a coach) or the consultant cannot attend for health reasons or other reasons beyond the Institute's control, the Institute is entitled to make a change to the personnel. In this case, the Institute shall make every effort to provide a suitable replacement with similar qualifications and professionalism, or repeat the event/consulting within a period of 6 months. The customer would then be informed of this in good time.
 - 6.2. The Institute also reserves the right to make any necessary changes to the content or organisation of the event/organisation consulting (such as changes to methodology, schedule, or beginning and end of the event) if there are compelling reasons to do so and if the changes are reasonable for the customer. The customer shall be informed in good time of such a case. Compelling reasons include changes to the law and/or new methodological findings.
 - 6.3. In exceptional circumstances, events/organisation consulting may have to be postponed due to the ill health of the personnel/consultant with a reduced number of participants, for which the Institute is not responsible, or due to force majeure, or it may have to be cancelled. Fees that have already been paid shall be reimbursed. Any further claims against the Institute may only be asserted in accordance with the provisions in section 12.
 - 6.4. The Institute is entitled to terminate contracts with the customer without notice if the services cannot be performed due to reasons for which the customer bears responsibility (e.g. unsuitable rooms, inappropriate technical provisions, too few participants). In this case, the Institute shall be entitled to a lump-sum compensation worth 50% of the agreed fee without VAT. The customer is at liberty to prove to the Institute that the damages are lower than the amount for the lump-sum compensation. The Institute is entitled to prove to the customer that the actual damages suffered are greater than the amount for the lump-sum compensation. The lump-sum compensation must allow for the actual damages incurred.
- ### **7. Postponement/cancellation of events by the customer**
- 7.1. The customer may postpone/cancel events/organisation consulting, as well as individually arranged appointments, free of charge up to 4 weeks before the beginning of the arranged event. If the customer postpones/cancels the event/organisation consulting less than 4 weeks before it is due to take place, the following shall apply: in the event of a postponement/cancellation up to 2 weeks before the event/organisation consulting is due to begin, 30% of the agreed remuneration shall be due in compensation. If the postponement/cancellation is made during the penultimate week before the arranged start, 50% of the agreed remuneration shall be due and if the postponement/cancellation comes in the last week before the arranged appointment, the full amount of remuneration shall be due. The customer is permitted to prove either that no damages have been incurred or that they have been incurred to a lesser degree.
 - 7.2. The required postponement/cancellation must be submitted to the Institute in writing or by e-mail (Fürstenberg Institut GmbH, Gorch-Fock-Wall 3, 20354 Hamburg or in-

fo@fuerstenberg-institut.de). Notification is considered to have been made in the form of the postmark or, in the case of an e-mail, the sending date with the reading confirmation.

- 7.3. The parties' right to an extraordinary cancellation for cause, as per section 13, remains unaffected.

8. Travel costs and expenses for events

With regard to travel costs, the customer shall cover either the kilometres travelled by car by the Institute's employee/sub-contractor (from their home or company address) at a rate of €0.50 per kilometre or the costs for travelling first class by train or for flying (Economy Class Flex) as well as the taxi costs for getting to and from the train station or airport, or the customer's office or event location. The expenses charged to the customer shall include accommodation costs for the hotel, as well as the meals and drinks for breakfast, lunch and dinner for the Institute's consultant/trainer that are not directly covered or paid for by the customer. The Institute shall ensure that the accommodation costs do not exceed €200 per night.

9. Payment terms/offsetting/right of retention

- 9.1. The invoicing shall be on a monthly basis. As far as nothing else has been agreed, payments must be made in full within 14 calendar days of the invoice reaching the customer.
- 9.2. The customer can only offset against legally determined claims or claims which have been recognised. The same applies to the exercise of retention rights.

10. Facilities at events

When events take place in rooms provided by the customer, the customer must cover the costs for the rooms and the technical requirements to enable the event or organisation consulting to be held. In this case, the Institute shall compile a list of its room needs and technical requirements in good time before the event/beginning of the organisation consulting and submit it to the customer.

11. Copyright/reservation of ownership

- 11.1. The provided work and participation documents are protected by copyright. The customer shall only be assigned a basic right to use the documents. Accordingly, he may not reproduce the work and participation documents – even in part – without written consent from the Institute, forward them to third parties who are not his own employees, or use them in any other way, such as to create training documents of his own. This basic right of use shall be made available to the customer only once the Institute's fee has been paid in full in line with the respective job order.
- 11.2. The Institute is entitled to use the work and participation documents in an adapted form for other customers, too.
- 11.3. The documents made available as part of the event are compiled with the greatest care and to the best of our knowledge. The Institute's liability and guarantees for ensuring that the documents are correct, up to date and complete are exclusively based on section 12.

12. Liability

- 12.1. The Institute is liable for damages to the customer if these damages are based on intentional wrongdoing or gross negligence on the part of the Institute. In the event of minor negligence, the Institute shall be liable only if key contractual obligations have been damaged and in the event of injury to life, limb or health. If key contractual obligations are damaged, liability shall be limited to the foreseeable damage. Key contractual obligations are all obligations that must be fulfilled in order for the contract to be per-

formed, for which the customer entrusts the Institute and has the right to do so.

- 12.2. The limits to liability above also apply to the personal liability of the Institute's executive bodies, employees and agents.
- 12.3. The Institute's liability according to the mandatory regulations of the product liability law shall remain unaffected by the limits to liability above.

13. Duration/ cancellation

Subject to the provision in section 7, contracts can only be cancelled by both parties for cause. The cancellation must be made in writing (fax or registered mail with delivery confirmation; an e-mail is insufficient). Cancellation for cause is always without notice. Cause is given, in particular, if the other party culpably infringes its contractual obligations and fails to remedy this infringement even after an appropriate period of notice of at least 5 calendar days has been set.

14. Data protection and confidentiality

Data collected by the Institute and all data transferred to the Institute shall be processed and stored in line with the data protection act. Once the purpose of use no longer applies, all data that is not subject to storage obligation shall be immediately deleted in accordance with the data protection provisions. The contractual parties shall treat personal data and all matters that are not generally known with confidentiality. The Institute shall not transfer such personal data and information to third parties if this has not been agreed upon or if the Institute is not obliged to do so by a legal regulation or administrative order.

15. Dissociation from cult-like organisations

The Institute dissociates itself from organisations like Scientology and rejects any form of collaboration with this organisation or similar ones. It declares that it does not work in accordance with any methods of L. Ron Hubbard and that the events are not based on such ideologies. All consultants/trainers have assured the Institute in a legally binding manner that they do not work according to such methods and have no contacts to such organisations.

16. Place of jurisdiction/applicable law

The exclusive place of jurisdiction is Hamburg. Contracts between the Institute and the customer are subject to German law.

17. Final provision

These terms and conditions take effect as of 1 November 2015 and apply to all contracts that the Institute concludes after this date.

Hamburg, 1 November 2015