



Management Consulting Unternehmensberatung Peter Mischke

General terms and conditions for measures of personnel development,

including training and measures for further education.

§ 1 Area of Validation

- 1.1. These general trading conditions apply to contracts, whose content is the planning, preparation and execution of measures of personnel development, including the development of client-specific training and further education programs, as well as the assistance with the transfer and controlling of the measures by the contractor.
- 1.2. Terms and Conditions of the client apply only if there is a written special agreement upon this.

§ 2 Contract Conclusion / Services Included

- 2.1. Orders from the client are to be given in written form, and only apply as accepted with a written confirmation by the contractor.
- 2.2. As far as not differently agreed upon, the service contents are determined according to the individual needs of the client. The contractor develops a client-specific performance programme. Slight content deviations remain reserved to the contractor.
- 2.3. The contractor accomplishes all measures with highest accuracy.
- 2.4. As far as not differently agreed upon, in order of the execution the contractor can assign an expert subcontractor, whereby he always remains directly accountable to the client. The contractor has to engage adequate trained employees, provided with the necessary expertise, and control and support them continuously during the execution of the order. In all other respects the contractor decides self-contained which personnel he employs or changes. It remains the contractors right to introduce a substitute coach for important reason.

§ 3 Changes of Service

- 3.1. The contractor tries to consider and fulfil additional or modified requirements of the client, as far as his operational capacities, in particular concerning schedule and expenditures, allow him to act accordingly. The additional achievement based on the additional requirements of the client is charged extra.
- 3.2. Additions and modifications of the order require written form to achieve validity. Protocols on relevant discussions become valid, if they are signed by the authorized persons of both sides.

§ 4 Professional Secrecy / Data Secrecy

- 4.1. The contractor is, for an unlimited period, committed to protect all client information designated as confidentially or secret, which he gets to know during the execution of the order. Passing on these information to a third person, which is not concerned with the order, is only allowed by written consent of the client.
- 4.2. It is the contractors duty to obligate all persons concerned with the order to adherence to this regulation.
- 4.3. The contractor is authorized, in the context of the orders purpose and considering the data protection regulations, to have a third person process the entrusted personnel data.

§ 5 Cooperation Obligations of the Client

- 5.1. The client is obligated to make all information that are important for the execution of the order available to the contractor by time. Especially information for the analysis of the individual further education requirements have to be available for the contractor.

§ 6 Remuneration / Conditions of Payment / Charging

- 6.1. The payment for the contractors services is calculated based on the expended time or is appointed as a fixed price in written form. As far as not differently agreed upon, the contractor has additionally claim on compensation for expenditures, especially working documents, reports, devices and expenses. The detailed conditions of payment are regulated in the contract.
- 6.2. All demands are due by the time of invoicing and have to be paid immediately without commission. The legal VAT is to be added and quoted separately in each calculation.
- 6.3. Several clients (natural and/or legal entities) are jointly and severally liable.
- 6.4. A set-off against demands of the contractor on remuneration and display replacement is permissible only with undisputed or validly determined demands.

§ 7 Liability

- 7.1. The contractor is responsible to the client, indifferently from which argument, for from him and/or his employees or subcontractors deliberately or roughly negligently caused damage.
- 7.2. A liability for easy negligence exists only within the injury of substantial contract obligations. In this case, the liability for contract-atypical damage is excluded. For an individual case of loss it is limited to maximally 50,000 €. An individual case of loss consists of the sum of all requirements, posed by entitled entities, as far as they derive from an individual, temporally coherent furnished, definable and insofar consistent achievement. If a substantially higher damage risk is foreseeable, the contractor is obligated to offer to the client a higher liability sum, whereby he can adapt his remuneration accordingly.
- 7.3. The contractor is not responsible for inappropriate application of the given recommendations contained in the working documents in the context of the services.
- 7.4. Contractual claims for damages of the client against the contractor fall under the statute of limitations in 2 years starting from requirement emergence.

§ 8 Protection of the Mental Property

- 8.1. As far as documents for training, workshops, courses etc. and elaborations are protected by copyright matters, the contractor remains author.
- 8.2. The client is responsible that in the context of the order, no documents, scripts, elaborations, reports, designs, lists etc. of the contractor are copied, translated, reprinted, passed on, changed or published without a special written consent of the contractor.

§ 9 Loyalty

- 9.1. The parties commit themselves to mutual loyalty. They inform each other immediately about all circumstances, which can occur in the process of the order execution and affect the treatment.
- 9.2. In particular the employment or otherwise engagement of employees or former employees, who are active or were in the context of order execution, before expiration of twelve months to completion of co-operation, is to omit.

- 9.3. The client commits itself to inform the contractor immediately about abrogation intentions of the contractors employees that are processing the order, as soon as he notices such intentions.

§ 10 Higher Force

- 10.1. Events of higher force, which make the achievement substantially more difficult or temporarily impossible, entitle the respective party to postpone the fulfilment of its achievement for the duration of the handicap plus an appropriate starting time. For the higher force, labour disputes and similar circumstances stand equivalent, as far as they are unforeseeably, serious and undeserved. The parties communicate themselves the entrance of such circumstances mutually immediately

§ 11 Notice

- 11.1. As far as nothing else is agreed upon, the order can be quit within a period of 4 weeks. The right for extraordinary notice remains unaffected.
- 11.2. The notice requires written form to become effective.

§ 12 Right of Lien / Deadline of Documents

- 12.1. Up to the complete payment of his demands, the contractor has a right of lien at the received documents, whose practice is however faithful adverse, if the retention would cause a disproportionately high damage to the client which can not be justified with consideration of both interests.
- 12.2. After reconciliation of his requirements from the contract, the contractor has to return all documents, which the client or a third person handed over to him in cause of the order execution. This does not apply to the correspondence between the parties and to simple copies of reports, organization charts, designs, lists, computations, etc. manufactured in the context of the order , as far as the client received the originals.
- 12.3. The obligation of the contractor for keeping the documents expires six months after reception of the written request for return, otherwise after three years. In case of retained documents according to § 13. the obligation for keeping the documents expires five years after completion of the contractual relation

§ 13 Other

- 13.1. Rights from the contractual relation with the contractor may be transferred only after previous written agreement.
- 13.2. To all requirements from the contract applies exclusively the right of the Federal Republic of Germany. Court in this case is 61352 Bad Homburg v.d.H.
- 13.3. Changes and additions of these conditions or the contract require written form and must be expressly characterized as such.
- 13.4. Area of jurisdiction for all disputes from the contract is the seat of the contractor, if the order was given by a legal entity of the public right, by a businessman in the context of its trade, or by a public special property.
- 13.5. Legal provision, legal advice and assistance in matters of tax are not article of the contract.