

COMMUNICATION SERVICES ROLAND LUKE Terms and Conditions (T&C)

1. Scope of contract

COMMUNICATION SERVICES ROLAND LUKE provides (as the **Contractor**) leadership training, intercultural training, customer service training (for customer service and sales personnel), negotiation training, train the trainer services, communication training, language training, training programme management, training facility management, project management and interpreting services for the customer (as the **Client**).

2. Formation of contract

The contract becomes valid when the Client registers and this registration is accepted by COMMUNICATION SERVICES ROLAND LUKE. If acceptance by COMMUNICATION SERVICES ROLAND LUKE is not expressly stated upon written registration, registration by telephone or registration by email, the contract becomes valid when confirmation of registration is given. The Client receives a confirmation of registration.

3. Selection of experts and trainers

Experts and trainers are conscientiously selected by COMMUNICATION SERVICES ROLAND LUKE.

Trainers or third parties who are commissioned and deployed by COMMUNICATION SERVICES ROLAND LUKE, are **not** entitled to receive money. They are not entitled to conclude contracts on behalf of COMMUNICATION SERVICES ROLAND LUKE. They have no entitlement to represent COMMUNICATION SERVICES ROLAND LUKE unless an effective written document conferring authority can be presented.

4. Information

COMMUNICATION SERVICES ROLAND LUKE takes on an obligation to constantly be up to date with professional developments.

5. Payment, due dates and place of performance

Payment is generally effected after individual projects are completed. The legally required Value Added Tax (VAT) is always payable in addition.

With the respective projects, there is a differentiation between intensive deployments, non-intensive deployments, other communication services and additional services, and costs for travel and accommodation.

a) Intensive trainings

Intensive trainings are scheduled for more than 180 minutes per day.

Payment is due within 10 days of billing by COMMUNICATION SERVICES ROLAND LUKE.

For intensive trainings which last for more than six months, after six months of the project an installment is paid by the Client in proportion to the services already performed by COMMUNICATION SERVICES ROLAND LUKE.

The costs for consulting, concept-related work, programme design and the design of individual training plans are paid separately.

b) Non-Intensive trainings

Non-intensive trainings are scheduled for no more than 180 minutes per day.

The first four weeks of a non-intensive training (which is scheduled to last for at least one month) are the trial period.

During the trial period, the contract may be terminated by either party in writing without the requirement to state a reason.

Payment for non-intensive trainings is due within 10 days of billing by COMMUNICATION SERVICES ROLAND LUKE.

c) Other communication services and additional services

Other communication services, reports, translations and other additional services are always paid for separately according to actual costs and individual agreements.

d) Travel, accommodation and other necessary costs

Travel, accommodation and other necessary costs are to be paid for separately. The amount is determined according to the actual costs and is documented with a corresponding invoice or other evidence which can be verified.

These costs are due within 10 days of completion of the corresponding project phase agreed.

Inasmuch as they have already been incurred, these costs are also to be paid for by the Client if he is not able to take part in training for reasons within his area of risk.

COMMUNICATION SERVICES ROLAND LUKE aims to keep costs for accommodation, travel and other necessary items appropriate and as low as reasonably possible. In addition, costs are to be agreed if reasonably possible.

e) In addition, the following applies to all costs arising:

COMMUNICATION SERVICES ROLAND LUKE shall create and send a corresponding invoice. The place of performance is the headquarters of the company COMMUNICATION SERVICES ROLAND LUKE, Borussiastraße 38 b, 12099 Berlin.

If there is a delay in payment by the Client, the general legal regulations apply. These stipulate that a private consumer shall pay interest at a rate of 5% above the respective base lending rate, and a company shall pay interest at a rate of 8% above the respective base lending rate (§ 247 BGB, German Civil Code). If COMMUNICATION SERVICES ROLAND LUKE can provide evidence that greater costs have been incurred, then these are payable. This does not affect possible further damages in addition to those caused by payment delays.

6. Free services

COMMUNICATION SERVICES ROLAND LUKE will create and hand out a certificate free of charge.

7. Cancellations

a) Cancellation of intensive trainings

Intensive trainings may be cancelled in writing or by telephone at any time before the scheduled start of training. Cancellation by telephone shall be effected via the

Telephone number: +49 (170) 903 77 96 (or 0170 – 903 77 96 when calling from a German number).

If cancellation occurs 8 - 14 days before the scheduled start of training, the Client is invoiced 25% of the training fee (plus VAT). If cancellation occurs 2 - 7 days before the scheduled start of training, the Client is invoiced 40% of the training fee (plus VAT). If cancellation occurs 1 day before the scheduled start of training, the Client is invoiced 60% of the training fee (plus VAT). If cancellation occurs on the day of the scheduled start of training, or if there is no cancellation, the Client is invoiced 100% of the training fee (plus VAT). If the Client can provide evidence that no costs, or lower costs, have been incurred, then only these are payable. This does not affect the option of termination for good cause.

In the event of cancellation, the Client shall pay a processing fee of EUR 25.00 plus VAT for correspondence, cancellation and rescheduling. If the Client can provide evidence that no costs, or

lower costs, have been incurred, then only these are payable. This does not affect the option of termination for good cause.

As a special service, the Client shall be offered the option of an alternative schedule close in time to the original one, at an appropriate time for both parties. The option of an alternative schedule shall not be demanded repeatedly for the rescheduled training. To benefit from the option of an alternative schedule, the Client shall apply in writing no later than 7 days before the scheduled start of training.

The Client also has the option of replacing one or more participants. This option is to be used in preference to others.

If the Client does not cancel or reschedule the training, or terminate the contract, or replace one or more participants, then payment shall be made in full.

b) Cancellation of non-intensive trainings

If cancellation occurs 6 - 10 days before the scheduled start of training, the Client is invoiced 25% of the training fee (plus VAT). If cancellation occurs 2 - 5 days before the scheduled start of training, the Client is invoiced 40% of the training fee (plus VAT). If cancellation occurs 1 day before the scheduled start of training, the Client is invoiced 60% of the training fee (plus VAT). If cancellation occurs on the day of the scheduled start of training, or if there is no cancellation, the Client is invoiced 100% of the training fee (plus VAT). If the Client can provide evidence that no costs, or lower costs, have been incurred, then only these are payable. This does not affect the option of termination for good cause.

In the event of cancellation, the Client shall pay a processing fee of EUR 25.00 plus VAT for correspondence, cancellation and rescheduling. If the Client can provide evidence that no costs, or lower costs, have been incurred, then only these are payable. This does not affect the option of termination for good cause.

As a special service, the Client shall be offered the option of an alternative schedule close in time to the original one, at an appropriate time for both parties. The option of an alternative schedule shall not be demanded repeatedly for the rescheduled training. To benefit from the option of an alternative schedule, the Client shall apply in writing no later than 3 days before the scheduled start of training.

The Client also has the option of replacing one or more participants. This option is to be used in preference to others.

If the Client does not cancel or reschedule the training, or terminate the contract, or replace one or more participants, then payment shall be made in full.

8. Termination

The contract may be terminated only for good cause. However, this applies only during a period of up to 24 months from the date of signing.

Absence is not a valid reason for termination. In particular, antisocial behaviour, or failure to make agreed payments on time, constitute good cause.

Termination shall be made in writing. It is not possible to make a valid termination by telephone.

9. Cases of the Client being prevented from attending an event

If it is not possible for the Client or a participant to take part in a training, the Client has the option of replacing the registered participant(s) with (an)other participant(s), in order to ensure that the exchange of performance takes place. For good cause, which must be in connection with the person(s) nominated to replace the registered participant(s), COMMUNICATION SERVICES ROLAND LUKE may refuse to accept the nomination. This does not affect the option of termination for good cause.

10. Cases of the trainer or expert being prevented from attending an event

If a trainer or expert selected by COMMUNICATION SERVICES ROLAND LUKE is unable to attend an event and if no suitable replacement can be found, an alternative schedule close in time to the

original one, and with the original scope of services, shall be implemented. In order to achieve this, the schedule and location are to be agreed between COMMUNICATION SERVICES ROLAND LUKE and the Client within a reasonable period of time. If the alternative schedule cannot be jointly agreed and implemented within half a calendar year, there is no longer any valid claim to the counter-performance. In other respects, the legal regulations apply.

Any costs which may have arisen for the Client will be covered only if they were actually incurred, were required and appropriate, and if the Client provides evidence of this which can be verified.

11. Periods without training

Periods without training shall be determined by joint consultation and agreed separately. The Client shall be informed of these periods by COMMUNICATION SERVICES ROLAND LUKE in a suitable form and at a reasonable time, in any case at least four weeks before any period without training.

12. Liability

COMMUNICATION SERVICES ROLAND LUKE is not liable for any cases of slight negligence. In addition, liability is limited to typically foreseeable losses, if the breach of duty occurs due to slight negligence. This does not apply to personal injuries (life, limb, health) and the breach of essential contractual obligations. This does not affect liability for damage caused intentionally or due to gross negligence.

In addition, the regulations of the *Unfallkasse Berlin* apply to participants with an education voucher, in particular for accidents on the way to or from an event.

13. Copyright for written material

Written material which has been paid for and handed over becomes the property of the Client. The copying and passing on of training materials is not allowed without the prior permission of COMMUNICATION SERVICES ROLAND LUKE, except for personal copies. Taking photographs, filming and audio recording during trainings is not allowed without prior permission.

14. Storage of personal data

Personal data is stored by means of automated data processing for administration purposes. The following data is recorded upon registration: name, company, title, department, address, telephone number, email address, event and event number, training schedule, number of participants.

If applicable, the following data is recorded for direct debiting: name, company, amount, bank, bank code, account number and event.

COMMUNICATION SERVICES ROLAND LUKE will ensure that the data is not passed on to third parties. The data will be treated and processed by COMMUNICATION SERVICES ROLAND LUKE in accordance with the valid German data protection laws.

15. Obligation of confidentiality

COMMUNICATION SERVICES ROLAND LUKE guarantees that all facts and opinions about the Client that were obtained or formed in connection with a training will be kept confidential, and that the information will not be used externally or disclosed to third parties.

16. Different Terms and Conditions

Different terms and conditions do not apply. The COMMUNICATION SERVICES ROLAND LUKE Terms and Conditions apply, even if COMMUNICATION SERVICES ROLAND LUKE raises no objection to the use of different terms and conditions.

17. Jurisdiction and applicable law

If the Client is a businessman, then Berlin is the exclusive venue – this also applies to cheques and bills of exchange. The same jurisdiction also applies if the Client has no place of general jurisdiction in Germany when court proceedings are initiated. However, a non-trader has the right to apply to any legally competent court. German law applies.

18. Binding nature of the contract

Even if individual stipulations are legally ineffective, the rest of the contract remains binding. If a stipulation is wholly or partly invalid, the contractual parties shall immediately make an agreement which comes as close as possible to the original intent (in particular by means of supplementary interpretation of the contract). If this is not reasonably possible for practical or legal reasons, then the legal regulations apply.

19. Amendments and Additions

In the interests of transparency and documentation, any amendments or additions to this contract shall be in written form. That includes any change to this requirement for written form. This does not affect the precedence of individual agreements over the standard business conditions.

COMMUNICATION SERVICES ROLAND LUKE, Berlin, Germany
Status 08/2008