

Terms and Conditions for Training

1. Scope of Contract

- 1.1 Vector shall perform workshops and seminars (hereinafter referred to as the “*training*”) at Vector’s or at the customer’s place of business.
- 1.2 If so requested by the customer, Vector shall perform customer specific training. Details shall be agreed on separately.

2. Enrollment / Fees

- 2.1 The customer shall enroll in writing either by facsimile, e-mail or via the Internet. Vector shall confirm the enrollment in writing. In case of customer specific training the customer’s order shall be deemed as the enrollment.
- 2.2 Unless otherwise agreed, all specified prices shall be per participant. V.A.T. – if applicable – shall be added to all prices. Fees shall be due without deductions on the date of the training, or within 30 days of the confirmation of enrollment by Vector, respectively. In case the customer has not paid the fee in time, Vector may exclude the participant from the training, or cancel the customer specific training, respectively.

3. Cancellation

- 3.1 The customer may cancel an enrollment no later than 14 days before the training. In case the customer cancels an enrollment later, Vector may charge 50 % of the participant fee plus V.A.T.. In case the customer cancels one (1) workday before the training, Vector may charge the full fee, unless the customer provides another participant as substitute.
- 3.2 In case of customer specific training the customer may cancel the order no later than one (1) month before the training. In case the customer cancels an enrollment later, Vector may charge 50 % of the fee plus V.A.T., unless the parties postpone the training in harmony. In case the customer cancels three (3) workdays before the training, Vector may charge the full fee plus V.A.T., unless the parties agree to postpone the training. Vector shall not unjustly refuse a postponement.
- 3.3 Vector reserves the right to cancel a specific training, in case the required number of participants is not reached or in case organizational or technical reasons make the cancellation necessary, in particular if the trainer is in ill health.
- 3.4 Vector reserves the right to substitute the trainer. In the event of substitution the customer may not rescind the contract nor reduce the fees.

4. Intellectual and/or Proprietary Rights

- 4.1 Vector reserves any rights on any documents of Vector which Vector hands over in connection with the training.
- 4.2 The customer shall not copy the documents or modify and/or enhance them and provide them to a third party.

5. Vector’s Liability

- 5.1 Vector – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only if Vector breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event Vector’s liability shall be restricted to EUR 100,000.00 or the contract value, whichever amount is

higher. The customer may claim for a higher maximum, but Vector may then require a surcharge for the aggravated risk.

- 5.2 The restrictions shall not apply to the extent the damages are covered under Vector's business liability insurance provided the insurance company has paid. Vector agrees to maintain the coverage of this insurance as given at the time of the execution of the contract.
- 5.3 Claims for personal injury shall remain unaffected.

6. Confidentiality

- 6.1 Vector shall keep confidential the customer's trade and business secrets, and all other information designated in writing as confidential by the customer, obtained under or in connection with this contract. This obligation shall survive the termination of the contract. Vector shall have no obligation, however, with respect to any information that is already in its possession, is independently developed or becomes publicly known through no wrongful act of Vector.
- 6.2 Vector is not obliged to keep confidential any ideas, concepts, know-how or techniques related to training, or information that Vector knew of before the signing of the contract or that Vector receives outside the contract.
- 6.3 Vector shall require those persons engaged in the performance of project orders to adhere to the obligations pursuant to Section 6.1.
- 6.4 Vector may enter the customer's name and a short description of the performances into its list of customers. All other references that the customer is Vector's customer are subject to the customer's prior approval.

7. Miscellaneous

- 7.1 The contract and its modifications require written form.
- 7.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules. Exclusive venue shall be Vector's main place of business.