



Contractual General Conditions of the Business Performance Academy

I. General

1. All contractual services of the Business Performance Academy – hereinafter referred to as BPAcademy – are based on these General Terms and Conditions of Business. The client accepts these General Terms and Conditions as binding for himself as well as the employees designated by him as participants of BPAcademy trainings and coachings by signing the contract and/or registering through our website.

2. The client declares his express agreement to the storage, processing, and usage of personal data – be it that of the client or of his employees – disclosed in the course of contractual relations, in pursuance of statutory regulations on data protection. Insofar as personal information of employees is concerned the client shall ensure that the relevant employees have given any prior consent necessary.

II. Confirmation of Registration

1. Upon conclusion of contract the client is to immediately state in written form the names and email addresses of the participants for the contractually agreed upon trainings and coachings, insofar as such a designation is not already included in the contract.

2. The BPAcademy shall confirm the receipt of the client's registration for and the date of the contractually agreed upon trainings and coachings immediately in writing or in text form. With this confirmation the date and the contractual services to be provided by the BPAcademy for this appointment shall be determined; after this confirmation changes regarding scheduling and content can no longer be made free of charge.

III. BPAcademy Services - Certificate

1. The BPAcademy provides the contractual services in accordance with the objectives set in consultation with the client; the training of the participants of our trainings and coachings shall be based on their performance capabilities.

2. The BPAcademy uses practice-oriented, stimulating, motivating, and proven methods for trainings and coachings. The participants' training success depends substantially on the participants' willingness to learn and their attendance at all – but especially the first – training dates. The BPAcademy shall inform the client about circumstances which might negatively influence or endanger the training or coaching success of a participant while maintaining the highest possible degree of discretion

regarding the participant's performance capabilities.

3. Participants of trainings shall at the beginning of the training be given the predefined assessment criteria whose fulfillment is required for a successful training participation. Participants who have fulfilled the assessment criteria shall receive a BPAcademy certificate of their successful participation.

IV. Cancellation and Postponement by the Client

1. Confirmed dates for trainings and coachings shall be binding. In the event of a non-participation of the client or the participants designated by him in trainings and coachings the client generally remains obliged to pay the contractually agreed remuneration to its full extent to the BPAcademy. Specifically, the following regulations shall apply:

2. For Open Trainings:

a) Substitution

The client shall be entitled to substitute the enrolled participant at any time. In case of substitution no additional cost shall be incurred.

b) Rebooking

The client may change his booking to another date or even a different event at any time. The client must inform the BPAcademy about the rebooking in writing. For rebooking (only possible once) the BPAcademy shall charge the following processing fees:

- Rebooking up to 6 weeks prior to start of the event: free of charge
- Rebooking 6-2 weeks prior to start of the event: 10 % of the participation fee plus statutory VAT, max. € 450.00 plus statutory VAT. Rebooking from 2 weeks prior to start of the event: 30 % of the participation fee plus statutory VAT, max. € 1.280.00 plus statutory VAT.
- In case of e-learning courses rebooking is in principal free of charge.

c) Cancellation

The client may cancel the contract at any time. However, cancellation of the contract is only possible in writing. The BPAcademy shall raise the following cancellation expenses:

- Cancellation up to 6 weeks prior to start of the event 10 % of the participation fee plus statutory VAT, max. € 450.00 plus statutory VAT.
- Cancellation from 4 weeks prior to start of the event: full amount of the participation fee plus statutory VAT.

These regulations shall also apply in case of non-appearance of registered participants.

In case of e-learning programs cancellation is free of charge prior to the first login. Upon commencement of processing of the e-learning program (first login) the BPAcademy shall charge the full amount of the participation fee plus statutory VAT.

3. For In-house Trainings:

a) Dates of training days shall only be rescheduled free of charge if the cancellation is made in writing at least 6 weeks before the agreed upon date and the alternative date takes place within a period of 12 months following receipt of the written cancellation by the BPAcademy.

b) If the client cancels an appointment at least 6 weeks in advance and the alternative date does not take place within a period of 12 months following receipt of the written cancellation by the BPAcademy, 20% of the contracted fee shall be charged.

c) If the client cancels an appointment at least 3 and not more than 6 weeks in advance, 40% of the contracted fee shall be charged.

d) If the client cancels an appointment less than 3 weeks in advance, 100% of the contracted fee shall be charged.

4. For Personal Coachings:

a) Dates of Training days shall only be rescheduled free of charge if the cancellation is made in writing at least 4 weeks before the agreed upon date and the alternative date takes place within a period of 12 months following receipt of the written cancellation by the BPAcademy.

b) If the client cancels an appointment at least 4 weeks in advance and the alternative date does not take place within a period of 12 months following receipt of the written cancellation by the BPAcademy, 20% of the contracted fee shall be charged.

c) If the client cancels an appointment at least 2 and not more than 4 weeks in advance, 40% of the contracted fee shall be charged.

d) If the client cancels an appointment less than 2 weeks in advance, 100% of the contracted fee shall be charged.

5. The client shall in all cases in which liquidated damages are owed (Section IV 2 – IV 4) be entitled to provide evidence that no damage, or a lesser damage than the aforementioned amount of liquidated damages, has been incurred.

V. Cancellation by the BPAcademy

1. The BPAcademy shall be entitled to cancel training dates altogether, even if they have been confirmed, if the minimum number of participants specified for a particular training is not reached.

2. The BPAcademy shall be entitled to cancel dates of trainings and coachings if, due to circumstances beyond the control of the BPAcademy (e.g. strikes, force majeure, illness or death of a trainer etc.), the execution of these trainings and coachings is either not possible or can only be achieved with substantial impediment or at a disproportionately higher expense. In case of a cancellation of training or coaching appointments the BPAcademy shall try to coordinate an alternative date with the client to make up for cancelled dates.

3. If no suitable alternative date for trainings and/or coachings cancelled by the BPAcademy can be found, the BPAcademy shall reimburse any fees already paid for those appointments. All further claims, particularly for reimbursement of travel and accommodation costs for cancelled training and coaching dates, shall be excluded, even if an alternative date has been set.

VI. Terms of Payment

1. Fees are payable by the client in full and exempt from charges to the account of the BPAcademy within 14 calendar days after the contractually agreed upon due date. In case of belated payment, we shall be entitled to charge a rate of interest at 8%-points above the base interest rate of the European Central Bank as from 15 calendar days after the contractually agreed upon due date.

2. The BPAcademy shall not be obliged to respect agreed and confirmed schedules of training or coaching dates if the client has failed to make a payment when contractually due.

3. The BPAcademy is authorized to withdraw from a contract and to claim damages if the client does not pay upon due date and after setting an extended deadline of 10 calendar days. The amount for damages, to which the BPAcademy is entitled to in such a case, shall be derived correspondingly from the applicable regulations contained in Section IV 2 – IV 4.

VII. Copyright

All training documents and materials in whatever form (printed version or digitalized), made available to the client and/or the participants, are subject to the copyright of the BPAcademy. All rights, especially the right of reproduction and distribution as well as translation or any other form of processing or utilizing, in whole or in part, - in whichever form and/or technical procedure whatsoever -, to any documents and material are

solely reserved to the BPAcademy. No part of the training documents and material is permitted to be reproduced or processed, duplicated or made available – in any form or by any means – using electronic systems without written permission from the BPAcademy.

VIII. Confidentiality

1. The BPAcademy shall keep any and all information relating to the client, his business, and its knowledge, of which we become aware in the course of the contractual cooperation, strictly confidential and ensure that this confidentiality will also be strictly adhered to by employees of the BPAcademy. We shall not disclose such information to third parties.

2. All information pertaining to documents, methods and procedures, to which the client and/or the participants have gained access in the context of the cooperation with the BPAcademy, is strictly confidential and shall be treated accordingly. Confidential information may under no circumstances be made accessible to third parties.

3. The client shall also impose this confidentiality obligation on the participants whom he registers for participation in trainings and coachings. In case of a breach of confidentiality the client shall be liable to compensate any damages that might be incurred to the BPAcademy. If on a case-by-case basis the BPAcademy cannot provide concrete evidence of the damages incurred, we are entitled to demand liquidation damages of € 50,000.00 for each instance of an infringement against the confidentiality obligation from the client. The client shall be entitled to provide evidence that no damage, or a lesser damage than the aforementioned amount of liquidated damages, has been incurred.

IX. Liability Limitation

1. The training and coaching methods that are applied by the BPAcademy, enable the attentive participant to achieve the training or coaching objective. The BPAcademy shall however not be liable for the success of our programs and the achievement of the client's objectives.

2. The BPAcademy's sole liability hereunder in any case is expressly limited to demands or claims, regardless of their type, which can be ascribed to premeditation or gross negligence on the part of the contractor. If the BPAcademy shall be liable for such claims, then its liability shall be limited to a single payment in the amount of the contractually agreed upon fee up to but not exceeding an amount of € 25,000.00.

3. The liability exemption and/or the liability limits contained in Section IX 1 – IX 2 shall not apply in the event of health or bodily injury and the loss of life of the

client or a participant for which the BPAcademy is culpable.

X. Miscellaneous

The client may not make any offset against claims of the BPAcademy and has no right of retention, except if the claims of the client are undisputed or have been established finally and conclusively by a court of law.

XI. Place of Performance - Jurisdiction – Applicable Law

1. If the contract partner of the BPAcademy is a full business person, legal entity under public law or special fund under public law, then the exclusive place of jurisdiction as well as the place of performance for the assertion of claims arising out of the contract by both contractual partners shall be the domicile of the BPAcademy. The same shall apply if the contract partner of the BPAcademy does not have a place of general jurisdiction in Germany.

2. The contractual relationship and all legal relations arising from it shall be exclusively governed by, and construed in accordance with, the laws of the Federal Republic of Germany.