

## Standard Terms and Conditions for Training/Seminars of ncc Management Consultants GmbH

### 1. Applicability of the STCs for training/seminars

For seminars and training conducted by ncc the Standard Terms and Conditions (STCs) for Training/Seminars apply. STCs of the Client do not become a component of the contract.

### 2. Subject-matter of the Contract

ncc carries out seminars and training. The details can be taken either from the description in the ncc Training Catalogue or from a specific client offer. On the basis of a specific offer made to the Client, an individual agreement is concluded for training/seminars which is basically subject to the provisions of these Standard Terms and Conditions provided no regulations to the contrary are concluded in individual cases. The services of ncc are performed within the course of standardised seminars and as client-specific seminars in training centres, hotels or the premises of the client.

### 3. Registration

Registrations for training and seminars are to be made to ncc in writing, by fax or by e-mail to the relevant address of ncc in Germany, or to be made by submission of an online registration via the ncc website. Reservations can be made by telephone, but will only be taken into account as registrations if they are confirmed within 7 calendar days in writing, by fax, or e-mail or via the website by online registration. Registrations are allocated in order of receipt. If seminars are already fully booked, the Client is contacted and informed of the next available dates.

The training/seminar contract does not become valid until the Client receives confirmation of registration from ncc in writing, by fax or by e-mail.

### 4. Payment

The full amount is to be paid upon registration, at the latest however 14 calendar days before commencement of the event. If this payment date is not met, ncc is entitled to withdraw from the contract.

### 5. Cancellation of registration

Cancellations of booked seminars and project training by the Client are free of charge if they are received by ncc in writing, by fax or by e-mail at the latest 14 calendar days before commencement of the seminar. In the case of client cancellation which is received by ncc less than 14 days before commencement of the seminar or in the case of non-appearance of participants, the full seminar price is payable. In place of the cancellation, the Client is granted the right to send a substitute to participate in the seminar booked by him without additional cost. The obligations of the Client remain unaffected.

### 6. Cancellation of the seminar

ncc reserves the right to cancel or postpone the relevant seminar up to 14 calendar days before commencement of the seminar, particularly in the case of events which make the performance of the service technically or economically unreasonable for ncc. The affected Clients and – to the extent known – participants are to be informed immediately. The Client is entitled in the case of postponement to cancel his registration within 3 working days of receipt of notification of the postponement or cancellation.

In the case of the calling off or cancellation of the seminar, ncc is only obliged to reimburse seminar fees already paid. Any further claims are excluded.

### 7. Obligations of the participants

The participants are aware that seminar documentation and training software is copyright protected. They shall use these only personally, not pass these on to third parties, not duplicate or publish them. They shall treat confidentially the passwords personally allocated to them.

### 8. Warranties and liability

8.1 ncc are not liable to the Client for losses or the non-achievement of specific profit targets.

8.2 ncc is liable to the Client for damage only then and to the extent that this was caused by ncc or vicarious agents deployed by them through unsatisfactory execution of contractually agreed services grossly negligently or by negligent violation of a significant contractual obligation.

8.3 ncc is insured against damage in conjunction with its activities up to the sum of € 1 million per damage event. Any compensation is therefore limited to the level of the insurance cover.

8.4 In each case the compensation is limited to such damage as ncc could have reasonably foreseen upon contractual conclusion according to the circumstances known to ncc at that time.

8.5 The above liability limitations do not apply in the case of deliberately caused damage or damage in the form of injury to life, limb and health.

#### 9. Privacy policy

In the case of a registration, ncc is entitled to store personal information submitted by the Client and participants. The data submitted shall be protected by ncc in line with the provisions of the German Federal Data Protection Act (BDSG) and the German Teleservices Act (TMG) by technical and organisational precautions and not passed on to external third parties. For marketing purposes it shall be used by ncc from time to time only if and to the extent that the Client and the participant have given their express authorisation for this. The Client and the participant can request details of the information stored at ncc at any time.

#### 10. Jurisdiction, applicable law

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10.1 If the Client is a businessman, public law entity or public law fund, then the exclusive jurisdiction for all disputes arising out of this contract is the seat of ncc. Place of fulfilment is Munich. The same applies if the Client does not have a general jurisdiction in Germany or if the place of residence or standard abode is not known at the time the claim is filed.

10.2 The law of the Federal Republic of Germany applies.

#### 11. Severability clause

Should individual provisions be or become partly or completely invalid, then this shall not affect the validity of the remaining provisions.

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