

## General Terms and Conditions for Training

### Clause 1 General scope of application

1. Our General Terms and Conditions for Training Services are an integral part of the contract and apply exclusively. We do not recognize any terms and conditions of the customer that are contrary to or deviate from these terms and conditions unless their validity is expressly agreed to in writing. Deviating terms and conditions shall also not be recognized even if we accept services or declarations without reservation in the knowledge of terms and conditions that are contrary to or deviate from the terms and conditions.
2. Our General Terms and Conditions of Business shall also apply to all future business transactions with the customer, insofar as this is a commercial transaction on both sides. The version applicable at the time of conclusion of the contract shall be decisive.
3. Agreements that deviate from or supplement these General Terms and Conditions shall prevail, provided that this has been agreed in writing. Verbal agreements are only binding if they have been confirmed by us in writing.
4. If the Customer concludes a contract for the training of its employees, the Customer shall be entitled to transfer the duties in whole or in part to its employees accordingly. However, the customer remains responsible for compliance in any case, exonerated evidence according to the German Civil Code is excluded.
5. Regarding our information obligations under the EU Data Protection Regulation, we refer to our data protection statement, which can be viewed at <https://www.bertrand.com/en/data-privacy-statement>

### Clause 2 Scope of service

1. The type and scope of our training services are agreed upon in individual contracts.
2. Within the scope of what is reasonable for the customer, we reserve the right to postpone individual lessons (e.g. in the event of illness of the lecturer), to restructure the content or timing of exercise units and to relocate the agreed training location, even at short notice, to an extent that is reasonable for the customer. We also reserve the right to replace a lecturer with another suitable lecturer at short notice.
3. We will inform the customer about the aforementioned measures without delay.
4. The simple, non-exclusive, and non-transferable right to use the training material provided shall pass to the customer; the right to reproduce the training material shall be excluded. The customer undertakes not to pass on or sell the training material provided to third parties.

### Clause 3 Remuneration

1. The training fee is agreed upon in individual contracts. The fee must in any case be paid in full no later than 30 days after the end of the training course, unless expressly agreed otherwise in writing.
2. The obligation to pay the agreed remuneration exists irrespective of whether the customer or his employees participate in the training hours.
3. The training fee includes all costs for teaching materials, workstation, licenses, etc., as well as attendance at the agreed attendance training sessions. Not included in the training fee are auxiliary means that the customer deems necessary or useful to achieve the course objective.
4. We settle the measure directly with the employment agency in the case of customers subsidized by the employment agency. The Customer shall submit the relevant notice of approval to us without delay. The Customer shall assign its claim to remuneration for the subsidized measure to Bertrand up to the amount of the remuneration owed, and we shall accept this assignment. Should the employment agency pay the subsidy amount directly to the subsidized Customer, the subsidized Customer shall immediately forward the order to us in the amount of the remuneration still owed for this training measure.
5. The customer may only set off undisputed or legally established claims against our claims. This shall not apply to claims of the customer which are in a close synallagmatic relationship to our claims. The customer may set off such claims without limitation.

### Clause 4 Cooperation duties of the customer

1. The customer will endeavor to acquire the knowledge and skills necessary to achieve the training objective. The customer assures that he has sufficient prior knowledge to achieve the training objective.
2. The customer shall notify us without delay of any circumstances that stand in the way of achieving the training objective or payment of the agreed remuneration. For example, a customer funded under social code III must notify us immediately if the funding agency restricts or revokes the commitment to cover costs.
3. The customer undertakes to comply with the house rules handed over to him. The customer will comply with all instructions of our employees without delay.
4. The customer shall treat all information obtained directly or indirectly during his stay on the training premises or in the training building as confidential and in particular shall not disclose it to third parties. The customer will not carry any photographic devices with him; this also applies to mobile devices that have a camera function. Should the customer carry such devices with him, he will report them to us without being asked when entering the training premises. If there is no other storage possibility for the customer, he can give the devices to us for storage. Our liability for the equipment provided to us is governed by clause 6 para. 3.
5. The customer agrees to allow the search of bags and containers carried when leaving the training building.
6. The materials made available to the customer as part of the training (including live online training, webinar documents, recordings) may only be used for the purpose of the training by the registered participant to whom they were made available. In particular, the publication, duplication, transfer, misuse, manipulation, editing and recording of an event in the form of audio or video recordings or screenshots or similar are not permitted.

### Clause 5 Secret circuit

1. The customer undertakes to keep confidential all information about us that becomes known in connection with this training. The customer undertakes to use all information and documents received from us in connection with the training exclusively for the purpose of the training.
2. The customer is responsible for the security and confidentiality of data, know-how, documents, etc. within the scope of the training. He shall take the necessary measures and instruct his training participants accordingly. The further use of the documents and the information in connection with the training as well as the passing on to third parties by the customer is excluded without a written approval by us.
3. We reserve the property rights, copyrights and other industrial property rights to all drawings, models, samples, other documents and information (hereinafter collectively referred to as "Information") which we have provided to the customer.
4. The customer cannot assert any rights to the information transmitted and in particular does not entitle him to register rights of any kind.
5. The obligation to maintain the information confidential shall also apply beyond the end of the contractual relationship.
6. The customer is aware that violations of the clauses and paragraphs may result in consequences under civil law and possibly also under criminal law.

### Clause 6 Warranty, liability

1. Warranty and liability claims shall be governed by the statutory provisions of service contract law, unless otherwise provided below.
2. Missed lessons will be made up if we are responsible for the cancellation.
3. We shall be liable to an unlimited extent for intentional or grossly negligent actions, for damages resulting from injury to life, body and health as well as for a breach of essential contractual obligations. Material contractual obligations are obligations that protect the customer's legal positions material to the contract as well as obligations whose fulfillment makes the proper performance of the contract possible in the first place and on whose compliance the customer may regularly rely. In the event of a slightly negligent breach of material contractual obligations, however, our liability shall be limited to compensation for typical damage foreseeable at the time of conclusion of the contract. In all other respects, our liability is excluded, irrespective of the legal grounds. The limitation of liability shall also apply in favor of our employees as well as vicarious agents and subcontractors.
4. A reversal of the burden of proof is not associated with the above provisions.

### Clause 7 Data privacy

We store your personal data exclusively for the organizational implementation of the agreed training. Your data will only be passed on to third parties if we have received your written consent to do so.

### Clause 8 Termination of the contract

1. We reserve the right to cancel the training at the latest one (1) calendar week before the agreed start of the training. In this case, any training fees already paid will be refunded. Any further claims for damages on the part of the customer, regardless of the legal basis, are excluded. The right to extraordinary termination remains unaffected. Good cause shall be deemed to exist, for example, if the customer persistently disrupts the lessons, if his behavior otherwise suggests that he is unable or unwilling to achieve the lesson objective, or if the admission requirements for a grant (Social Code III) are not met. Our claim to remuneration remains unaffected if the customer is responsible for the reason for termination and is only reduced by the so-called saved expenses.
2. The sponsored customer has the right to terminate the training as soon as he/she starts a new job and thus ends any previous unemployment. The customer must provide us with suitable proof of this.
3. The customer may cancel his participation in whole or in part free of charge no later than three weeks before the start of the training. In the event of a subsequent cancellation, we reserve the right to charge the full amount of the agreed training fee.
4. In addition to the above provisions, the customer or the customer's employee who is subsidized under the German Social Code III may cancel the training measure free of charge within fourteen (14) days of conclusion of the contract, but no later than until the start of the training measure. After the start of the training measure, such customers may cancel the training measure in writing with a notice period of four (4) weeks to the end of the month; in this case, the remuneration shall be paid on a pro rata basis until the time the cancellation becomes effective.
5. Registration is subject to approval of the customer's subsidy by the subsidy agency. The customer undertakes to immediately submit to us the funding decision or, if applicable, the rejection of the funding.

### Clause 9 Final provisions

1. The place of performance is the registered office of our company.
2. The exclusive place of jurisdiction for all present and future claims arising from the business relationship with the customer shall be our registered office. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, relocates his place of residence or habitual abode abroad after conclusion of the contract or his place of residence or habitual abode is not known at the time the action is brought. However, we are also entitled to sue the customer at his place of business or any other permissible place of jurisdiction.

3. German law shall apply exclusively to all legal relationships. The UN Convention on Contracts for the International Sale of Goods of 1980 and other conflict-of-law rules shall not apply.

4. Should any point of the contractual relationship with the supplier be or later become invalid in whole or in part for reasons other than §§ 305-310 of the German civil code, the validity of the remaining provisions shall not be affected unless, taking into account the following provision, the performance of the contract represents an unreasonable hardship for one party. The parties are aware of the case law of the Federal Court of Justice according to which a severability clause merely reverses the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining contractual provisions under all circumstances and thus to waive § 139 of the German civil code altogether. The same applies to a contractual loophole. In place of the invalid or unenforceable provision, an appropriate provision shall apply which comes as close as possible to what these parties intended or would have intended if they had considered the point when concluding the contract or when subsequently including a provision.