

General Terms and Conditions of PROAKTIV[®] Management Asia Ltd., Hong Kong

§ 1 General

1. Our General Terms and Conditions apply exclusively. Terms and conditions of the contractual partner that deviate from our terms and conditions shall only be binding for us insofar as we have expressly accepted them in writing. Additional and deviating agreements require the written form to be valid. Modifications, additions and cancellation of the contract are also only effective with our written approval.
2. Our General Terms and Conditions also apply to all future contracts with the contractual partner.

§ 2 Investment

1. The relevant valid prices are net, fixed prices. The applicable statutory VAT is shown separately. The VAT surcharge also applies, in the event of withdrawal or default of acceptance, to all training invoices that are subject to VAT.
2. Premium agreements are only valid following written approval from the management of PROAKTIV[®] Management Asia Ltd.

§ 3 Payment

1. Payment of the total investment of all groups (possibly according to agreed payment targets) is due without deduction after the first training day. PROAKTIV[®] Management Asia Ltd. account stated on the invoice is valid for transfers. Any payment deadlines deviating from that stated on the invoice require written confirmation from the management of PROAKTIV[®] Management Asia Ltd.
2. Payment must always be effected free of charge into the account of PROAKTIV[®] Management Asia Ltd. Any money transfer charges must be born by applicant.
3. Default interest is calculated at 5% above the base rate according to Article 1 of the Discount Rate Transition Act dated 9.6.1998. It shall be increased should the company verifiably demonstrate a charge with a higher interest rate. For any reminder following default, a reminder fee in the amount of HK\$150 shall be charged. All further costs incurred as a result of delayed payment shall be borne by the contractual partner.

§ 4 Performance of training sessions

PROAKTIV[®] Management Asia Ltd. undertakes to adhere to the training dates agreed with the contractual partner and/or the participants with the exception of cases of force majeure. Should a trainer fail to attend, PROAKTIV[®] Management Asia Ltd. shall, where possible, provide a suitable replacement following immediate notification by the contractual partner.

§ 5 Confidentiality obligations

1. Course documentation and/or any worksheets distributed during training sessions are copyrighted and may not be reproduced or forwarded to third parties, in full or in part, without the written consent of PROAKTIV[®] Management Asia Ltd.. The same shall apply to the provision of written media. In the event of contravention of this regulation, PROAKTIV[®] Management Asia Ltd. shall reserve the right to lodge a claim for damages.
2. PROAKTIV[®] Management Asia Ltd. is entitled to process and/or have processed on its behalf all data relating to the business relationship with the contractual partner pursuant to the German Data Protection Act (BDSG). Data relating to participants or contractual partners that becomes known within the framework of the training sessions shall be treated confidentially and used exclusively for internal purposes.
3. PROAKTIV[®] Management Asia Ltd. undertakes to keep strictly confidential any facts that have become known in connection with train-

ing sessions with participants and contractual partners.

§ 6 Postponement and cancellation of training sessions

1. The wishes of the contractual partner regarding postponement of training sessions once a course has already begun can be satisfied if the contractual partner informs PROAKTIV[®] Management Asia Ltd. of this wish in writing at least four weeks before the relevant training session, and if PROAKTIV[®] Management Asia Ltd. can offer an alternative date. If this notice period is not observed or the alternative date is not feasible, the contractual partner shall undertake to pay the cancellation fees agreed under Article 6 no 2 and 3. Should the postponed training session also fail to take place on the agreed alternative date, this postponement shall be treated as a cancellation according to no 3 a) of the General Terms and Conditions, regardless of the time of cancellation.
2. The following regulations shall apply to any cancellation of a training session:
3. In the event of cancellation of training sessions, regardless of the reason for cancellation and taking into account the expenses saved, the following cancellation fee shall be incurred, which is to be paid to PROAKTIV[®] Management Asia Ltd. and is due on the day of cancellation:
 - a) for cancellations made no later than 60 days before the first training session, 30% of the cancelled order value
 - b) for cancellations made no later than 30 days before the first training session, 50% of the cancelled order value
 - c) for all later cancellations, 80% of the cancelled order value.
4. PROAKTIV[®] Management Asia Ltd. is also at liberty to prove that the value of the damage actually incurred in Article 6, no 3 of these General Terms and Conditions exceeds the specified cancellation fees.
5. The customer is expressly permitted to prove to PROAKTIV[®] Management Asia Ltd. that no damages occurred at all or only to a lesser extent.
6. All cancellation notifications fundamentally require the written form. The same applies to exceptions to this cancellation regulation that have to be countersigned on an individual basis by the management of PROAKTIV[®] Management Asia Ltd.
7. For each cancellation or postponement, PROAKTIV[®] Management Asia Ltd. shall charge a handling fee of 10% of the overall cost.
8. Insofar as no cancellation has been submitted to PROAKTIV[®] Management Asia Ltd. before the start of a training session and a trainer commissioned by PROAKTIV[®] Management Asia Ltd. has arrived for the relevant training day, PROAKTIV[®] Management Asia Ltd. is entitled to full compensation for personnel and administration costs incurred to date for the relevant training session booked.

§ 7 Quality assurance for the training sessions

The training sessions commissioned by the contractual partner shall be performed in accordance with the quality standards of PROAKTIV[®] Management Asia Ltd. Practical relevance and catering to individual requirements determine the structure and progress of the sessions. Content components are designed and implemented in a way that is tailored to specific target groups, i.e. taking into account the previous knowledge of the participants. The objectives of the communication and behavioural training sessions shall be planned individually together with the contractual partner. The training sessions are exclusively run by trainers who meet the quality standard of PROAKTIV[®] Management Asia Ltd.

§ 8 Compensation

1. Compensation claims, whatever the legal grounds, and in particular compensation claims arising from a positive breach of contract or unauthorized action, shall be excluded unless the damage was caused intentionally or through gross negligence. In cases of breach of fundamental contractual obligations, there shall also be liability for slight negligence.
2. Liability is limited to foreseeable damage typical for the contract. This limitation does not apply if legal representatives or senior staff of PROAKTIV[®] Management Asia Ltd. caused the damage intentionally or through gross negligence or caused the breach of fundamental contractual obligations.

§ 9 Place of performance/jurisdiction

1. Unless indicated otherwise in the order confirmation, the business location of PROAKTIV[®] Management Asia Ltd. shall be the place of performance.
2. Hong Kong SAR law shall be applicable.
3. The place of jurisdiction shall be Hong Kong. Any contractual party can also take legal action against the other in their general place of jurisdiction.

§ 10 Severability clause

Should one of the above provisions be or become invalid, the remaining terms and conditions shall remain valid. Legal regulations shall apply thereafter in place of the invalid clauses. Insofar as no legal regulation exists, the parties are obligated to reach an agreement that comes as close as possible to the intended commercial purpose of the invalid clause.