

General Contractual Conditions of PROAKTIV® Management GmbH

As of: November 2018

General Terms and Conditions

1. SCOPE

- 1.1 **General.** These general terms and conditions (hereunder also called the "GTC") are applicable to all contracts for training courses between PROAKTIV Management GmbH, Welfenstraße 22, 81541 Munich (hereunder also called "**PROAKTIV**"), and the customers. All services occur solely on the basis of these GTC. They are also applicable to all future services to the customers, even when they are not agreed again separately.
- 1.2 **Conflicting terms and conditions.** Terms and conditions of the customers or any third parties do not apply, even when PROAKTIV does not separately object to their validity in individual cases. Even in the event that PROAKTIV refers to correspondence that contains the terms and conditions of the customer or a third party, or itself refers to such terms and conditions, this does not constitute any agreement with the validity of the respective other terms and conditions.
- 1.3 **Complete agreement.** These GTC reflect all understandings concerning the object of the contract between the contractual parties in their entirety. Verbal commitments by PROAKTIV prior to the conclusion of this contract are legally non-binding and any verbal agreements between the contractual parties are to be replaced by the written contract, provided nothing expressly results from them in each case that they continue to be effective and binding.
- 1.4 **Written form, text form.** Supplements and modifications to the agreements reached, including these GTC, require the written form to be effective a) for contracts concluded beyond the internet, as well as the text form to be effective b) for contracts concluded via the internet. The respective form is termed in summary hereunder the "required form". With the exception of managing directors or persons vested with general commercial powers of representation, the employees of PROAKTIV are not entitled to reach verbal agreements that deviate from these terms and conditions.
- 1.5 **Amendment of the usage conditions.** PROAKTIV reserves the right to change and amend the GTC at all times. The amended GTC are to be notified to the customer at the latest two months prior to their coming into force. In the event that the customer does not object to the scope of the new GTC within two weeks of receipt of same, the amended conditions are regarded as agreed. In the notification to the customer that contains the amended GMC, PROAKTIV is to separately indicate the importance of this two-week notice period.

2. DETAILS OF THE CONTRACT EXECUTION

2.1 General

- 2.1.1 **Training dates.** PROAKTIV is obligated to comply with and observe the training dates agreed with the customer and/or the participant. Any events of force majeure are excluded therefrom. In the event of a cancellation of a trainer, PROAKTIV will, to the extent possible, provide an appropriate replacement trainer after immediately informing the customer of same. With ongoing training measures, the rescheduling of a date can occur in agreement with all participants.
- 2.1.2 **Quality assurance.** The training measures offered are conducted in accordance with the PROAKTIV quality principles. The structure and course or progress of

the measures are determined on the basis of practical relevance and human orientation factors. The training courses are conducted solely by trainers who fulfil the quality standards of PROAKTIV. Any success of the measures is not part of the contractual relation or obligatory and is not subject to any warranty claims.

2.2 **Separate contractual conditions for the various training courses.** The separate contractual conditions for the various training courses are included in the attachments.

2.2.1 Attachment 1: Open Training Measures of the PROAKTIV® Academy

2.2.2 Attachment 2: In-house Training Measures in Companies

2.2.3 Attachment 3: Online Training

3. **CONFIDENTIALITY**

3.1 **Confidential information.** During contract negotiations, confidential information is already exchanged on a mutual basis and confidential documents submitted. Only that information is confidential that is expressly designated by the contractual partners as being confidential or which is regarded as confidential as per the General Data Protection Regulation (GDPR).

3.2 **Confidentiality.** The parties mutually obligate themselves to treat all confidential information and documents they receive in an equally confidential manner and at no time to release or publish them, either directly or indirectly, or to utilise them for their own benefits or for the benefits of third parties. The parties are to obligate their employees and vicarious agents accordingly.

3.3 **Exceptions.** The confidentiality obligations in accordance with this contract do not apply if and to the extent that the contractual party in receipt of the information verifies that the information concerned:

3.3.1 Was generally known prior to its communication, or

3.3.2 Becomes generally known following its communication without any culpability on the part of the contractual partner in receipt of same, or

3.3.3 Is already available prior to its communication at the contractual party in receipt of the information, or

3.3.4 Was or is obtained lawfully and without any restrictions from a third party, or

3.3.5 Is being developed independently by employees of the contractual party in receipt of the information, to whom the information was not made accessible.

The confidentiality obligations also do not apply in the event that the party that discloses the information has waived the confidentiality duty in writing.

3.4 **Return or destruction.** Each contractual party is obligated at all times on receipt of a corresponding request from the other contractual party to return or destroy or delete any documents submitted to them and any copies reproduced of same, or any in-house elaborations based on same.

3.5 **Period of validity.** The confidentiality regulation becomes effective upon the conclusion of the contract and ends one year after the ending of the contract.

4. USAGE RIGHTS

4.1 **No dissemination.** PROAKTIV is the owner of all the industrial property rights and copyrights to the trainings measures offered. The customer is not granted any further usage rights other than the rights required to conduct the related training. Especially the duplication, publication and dissemination (including via radio, TV or the internet) of PROAKTIV content (videos, downloads, other materials provided), regardless of the form, is forbidden to the extent that PROAKTIV has not consented in writing to same. In the event of any violations of same PROAKTIV reserves the right to assert a claim for damages.

4.2 **No unauthorised recordings.** Each and every live recording and documentation of the training effected with the use of technical equipment constitutes a breach of the training agreement and entails a contractual penalty at an amount of at least €50,000. PROAKTIV expressly reserves the right in this case to assert further claims for damages.

5. PRICES AND PAYMENT

5.1 **Prices.** The set prices and/or the prices agreed in the order form are applicable. The respective applicable statutory sales (value added) tax is accounted for and shown separately.

5.2 **Payment.** All payments are to occur in the designated currency and cost-free for PROAKTIV. The payment terms are agreed in the order. In the event of an extraordinary termination by PROAKTIV, any payment sum becomes immediately due for payment. Deviating payment dates can be agreed in the required form with an employee of PROAKTIV.

6. COMPLIANCE

6.1 **Rules of conduct.** The contractual parties mutually guarantee in general and especially during the contractual term to comply with all applicable laws, ordinances and regulations, including (but not only) all anticorruption laws and regulations. The contractual parties have not committed any prohibited act or deed, either directly or indirectly, in connection with the services to be rendered arising from this contract, as well as any other ancillary service to be rendered, and will also not commit said prohibited act or deed in the future. Prohibited acts and deeds include especially but are not limited to the promising, the offering, the granting, requesting or accepting of an improper and prohibited advantage or benefit so as to influence actions in an improper and competition-distorting way.

6.2 **Right of termination.** In the event of breaches by the customer of the abovementioned obligations, PROAKTIV is entitled to terminate this contract in writing without giving any notice and without any further obligations arising to it and without any liability arising to it in this regard in relation to the customer. Furthermore, in the event that PROAKTIV is of the opinion that the circumstance which gives cause to the termination also constitutes a violation of the U.S. Foreign Corrupt Practices Act or other applicable anticorruption laws, all claims of the injured party to services from this contract become forfeited.

7. DATA PROTECTION

- 7.1 **Transfer of data from participants.** The customer is to transfer to PROAKTIV the personal data of the participants agreed in the order form for the conducting of the training. The customer is to ensure that only personal data are transferred which are correct and up-to-date.
- 7.2 **Data processing by PROAKTIV.** PROAKTIV as the responsible party (i.e. the data controller) processes personal data of the customer in the context of the contract execution while complying with the relevant statutory regulations. Any data of the further participants which are transferred to PROAKTIV by the customer are processed in accordance with the regulations in the order processing contract in Attachment 4. Detailed information on the data processing is provided in Attachment 5. It can be subject to changes.
- 7.3 **Evaluations.** PROAKTIV is entitled to completely anonymise personal data from participants and to use said anonymised data for statistical purposes, analyses and the further development of the products for the own purposes of PROAKTIV and its affiliated or associated companies.
- 7.4 **Data transfers on the internet.** The data transmission via the internet (e.g. when communicating by email) can involve gaps in security. Complete protection of the data against access by third parties is not possible.

8. LIABILITY

- 8.1 **Unlimited liability.** PROAKTIV is liable without limit to the extent that the cause of the damages is attributable to wilful intent or gross negligence. Otherwise, PROAKTIV is also liable for minor negligence of fundamental obligations (obligations the breaching of which jeopardises the achievement of the purpose of the contract) as well as for the violation of cardinal obligations (obligations the fulfilment of which first permit the proper and orderly execution of the contract and in whose compliance the customer regularly trusts and relies upon), which are however limited to the foreseeable damages which are typical for this contract. PROAKTIV is not liable for the minor negligent breach of any obligations other than the abovementioned ones.
- 8.2 **Compensation for indirect damages.** Any liability for compensation for indirect damages, and especially for lost profits, exists only in the event of wilful intent or gross negligence on the part of PROAKTIV.
- 8.3 **Statutory liability otherwise.** Otherwise, PROAKTIV shall be liable in accordance with the statutory stipulations. The liability under the product liability law remains unaffected.
- 8.4 **Extended applicability.** To the extent that the liability on the part of PROAKTIV is restricted or excluded, this is also applicable for the benefit of the liability of the legal representatives, senior managers, employees and vicarious agents of PROAKTIV.

9. CONTRACTUAL TERM AND TERMINATION

- 9.1 **Term.** The contract term is for the time period defined in the order form.
- 9.2 **Right of termination without notice.** The right of extraordinary termination on the part of the parties shall remain unaffected. Especially, the contract can be terminated with immediate effect on the part of PROAKTIV.

9.3 **Form of termination.** Terminations have to be effected in the required form in order to be effective. The written form can be effected through the forwarding of documents in text form, especially by means of faxes or emails.

10. CONCLUDING PROVISIONS

10.1 **Restructuring.** The conditions and the scope of services in this agreement remain unaffected by any change in the legal form or any restructuring of the operational organisations of the contractual parties, even when these lead to the spin-off of operational sections or the establishment of new legal entities.

10.2 **Invalidity of individual provisions.** In the event that a provision is or shall become void and invalid, this shall not affect the validity of the remaining provisions otherwise. The parties shall replace the invalid provision with such a provision that comes closest to the sense and purpose of the invalid provision. The same applies accordingly to any gaps or omissions in the contract.

10.3 **Ancillary agreements.** There are no ancillary agreements. All changes and additions to this contract have to be in the required form in order to be valid. Documents to be forwarded in a written form can also be forwarded by fax or email by means of a handwritten signature on same.

10.4 **Applicable law.** All of the legal relations arising from this contractual relation are subject to the laws of the Federal Republic of Germany. The place of jurisdiction is Munich.

10.5 **Contractual components.** The order form and its extensions in the required form and/or additions are components of the contract.

ATTACHMENT 1

Special Contractual Conditions for Open Training Measures of the PROAKTIV® Academy

1. **Number of participants.** The number of participants is limited. Applications are fundamentally considered in the order of their receipt. When conducting a training course, PROAKTIV reserves the right to postpone or cancel the training when there is an insufficient number of participants (fewer than 6 participants). In this case, PROAKTIV is obligated to inform its customers about the cancellation as soon as possible. PROAKTIV reimburses any training invoices already potentially paid. Any further claims remain excluded.

2. **Overnight stays.** Any overnights stays during the training attendance time and any meal costs that arise outside the training measures are not included in the prices. Instead they are invoiced to the participants by the respective hotel or event organisation company.

3. **Cancellations**

(a) We cancel the contract free-of-charge up to 12 weeks before the training begins. In the event that the cancellation of the contract occurs less than 12 weeks prior to the beginning of the training, PROAKTIV charges 50%

of the training costs. In the event that the cancellation of the contract occurs less than 4 weeks prior to the beginning of the training, PROAKTIV charges 100% of the training costs. These regulations are applicable regardless of the point in time of the contract conclusion. The participant is permitted to name an appropriate participant to substitute them at all times. No additional costs arise to them as a result of this.

- (b) Provided no cancellation occurs prior to the beginning of the measure, PROAKTIV is entitled to the full training costs.
- (c) All cancellation notifications fundamentally have to be provided in the required form. This is also applicable to exceptions to these cancellation regulations, which have to be countersigned by the management of PROAKTIV in individual cases.
- (d) To the extent that the registered participant desires a change in the booking of the complete training to a subsequent date, this has to occur at least 6 weeks prior to the first training date. In this respect, the booking can fundamentally only be changed once for the complete training. More short-term booking changes are not possible.
- (e) In the event that the participant cancels a training course whose booking was changed, the cancellation costs in accordance with Point 3 above are payable.

ATTACHMENT 2

Special Contractual Conditions for In-house Training Measures in Companies

1. **Postponements of dates.** The customer's wish to postpone training dates beyond the planned project start but within the respective calendar year can be satisfied, provided the customer informs PROAKTIV in writing about this wish at least 28 working days prior to the start of the project and PROAKTIV is able to arrange an alternative date. When the postponement occurs into the subsequent calendar year, the customer is obligated to pay a cancellation fee at an amount on a pro rata basis of 50% of the services planned for this year. The conducting of a briefing meeting, a written practice analysis, a practice day, the content-based adaption/preparation of the learning platform as well as of the textbook to the customer's CI and the first training day are regarded especially but not exclusively as a project start. In the event of non-compliance with these dates or the non-fulfilment of the alternative date, the customer is obligated to pay the cancellation fees agreed under Point 2. In the event that the postponed training measure also does not occur at the point in time of the agreed alternative date, or the originally agreed starting date is postponed for a period longer than 6 months, said postponement is – depending on the project status – to be treated like a cancellation in accordance with Points 2 a) (3) and (4)a)a(4) of the GTC, regardless of the point in time of the cancellation.
2. **Cancellations**
 - a) In the event of the cancellation of training measures, the following cancellation fees arise, regardless of the reason for the cancellation and any consideration of the expenses saved, are payable to PROAKTIV and are due on the date of the cancellation:
 - (1) For cancellations at the latest 60 working days prior to the project start: 30% of the cancelled order sum,

- (2) For cancellations at the latest 28 working days prior to the project start: 50% of the cancelled order sum,
 - (3) For cancellations less than 28 working days to the project start: 80% of the cancelled order sum,
 - (4) For cancellations after the project start: 100% of the cancelled order sum.
- b) Furthermore, PROAKTIV is at liberty to prove that the amount of the damages that actually arise exceed the cancellation fees defined in these GTC. In this case, the customer also has to pay the damages in excess of the cancellation fee; these damages are however limited to 100% of the cancelled order sum.
 - c) The customer is expressly permitted to prove to PROAKTIV that damages have not arisen at all or only to a limited extent.
 - d) All cancellation notifications fundamentally have to be provided in the required form. This is also applicable to exceptions to these cancellation regulations, which have to be countersigned by the Management Board of PROAKTIV in individual cases.
 - e) To the extent that no cancellation in the required form is submitted to PROAKTIV prior to the beginning of the training date and a trainer engaged by PROAKTIV travels to the related day of training, PROAKTIV is entitled to the complete compensation of the personal and administrative costs that have arisen up to then for the respective booked training measure.

ATTACHMENT 3

Special Contractual Conditions for Online Training

1. **General.** PROAKTIV offers modular digital training under the designation of "online training courses". The training courses consist of online modules, as well as practice projects, tracking and reporting functions and virtual coaching.
2. **Eligibility to participate.** The customer acquires a licence that entitles a number of persons defined in the context of this contract – as a rule employees of the customer – to participate for a defined period of time in the further training measure described in the preamble. The customer is responsible for stating the concrete number of participants.
3. **Customer-specific design.** The exact arrangement and design of the further training measure can be adapted to the customer's specifications and is regulated in each case as part of a separate agreement between PROAKTIV and the customers. Optional adjustments with respect to the course, progress and scope of the further training measure can be agreed especially for the following service and performance aspects:
 - a) Range of subjects, extent of content to be learned and the chronological time schedule of the further training for the participants (number and selection of subject modules, time schedule specifications),

- b) Manner and extent of the involvement of the customer's management in their employees' learning process,
 - c) Conditions for the successful conclusion of the further training (components that the participants have to complete obligatorily), including regulations with respect to course participation or success verifications to be gained by the participants,
 - d) Regulations with respect to the reporting of anonymised evaluations and key indicators of the learning progress and the learning success by the participants to the customer,
 - e) Regulations with respect to the duration of the availability of the learning content concluded for the participants and integration of the measures to increase the sustainability within the learning process.
4. **Registering of further participants.** The customer can register further participants at all time. The registration has to occur in the required form. The order form is then supplemented accordingly. The participants receive the access data to conduct the further training measure by email from PROAKTIV. The participants themselves determine independently how they complete the training.
5. **Obligation to pay costs.** Unless it is explicitly detailed otherwise, the measures offered are chargeable, i.e. they incur payable costs. Said costs are always clearly indicated.
6. **Allocations.** Individual components of a further training measure can be dependent on the number and allocation of related dates or places on the course. Especially when booking "virtual coaching", which occurs independently by the participants, such place and date allocations can occur.
7. **Amendments and updates.** PROAKTIV is entitled at its own discretion to undertake updates or amendments to the course and progress of a training product. PROAKTIV is obligated to inform the customer about the updates or amendments in good time with two weeks of advance notice.
8. **Participant's account and access data**
- a) **Activation of the access.** PROAKTIV activates the online access following payment.
 - b) **No forwarding of access data.** When booking online training measures, the usage rights expressly only include the respective registered participants; any forwarding of the access data to third parties or the usage of same together with third parties who are not registered for this measure is not permitted.
 - c) **Confidentiality of the access data.** The access data (user name, password) are to be treated as confidential and no access by third parties to the participant's account is to be permitted. It is forbidden especially to grant third parties access via the participant's account to the services of PROAKTIV in order to avoid any fees that are incurred here as the case may be by doing so. The customer is obligated to inform PROAKTIV promptly when there are indications for the misuse of the participant's account and/or when there is knowledge that a third party has gained unauthorised knowledge of the access data.

- d) **No transferring of the participant's account.** It is not permitted to transfer the participant's account to a third party. This is not applicable when the customer names in writing a different participant to the one registered as a substitute, provided the originally registered participant has not yet started the online training. In this case the transfer is cost-free for the customer.
- e) **No improper use.** The services offered by PROAKTIV, regardless of the way or manner of same, may not be used in an improper or unauthorised manner. An improper use occurs especially in the following cases:
- (1) Any usage above and beyond the personal purposes specified in the contract, and especially any usage that requires granting, transferring or exercising of rights under copyright law and would thus constitute an infringement of intellectual property, personal, publication or contractual rights.
 - (2) The publishing, distributing, uploading or posting of specific content that misuses or infringes upon a patent right or copyright, a brand, a trade secret, a moral right or other intellectual property rights, or the publication or personal rights of third parties, or content that is pornographic, obscene, sexist, defamatory, libellous or insulting, or content which is suitable to discriminate against, threaten, induce hatred for, is racist, violent or menacing to other persons or groups, or that promotes or supports actions of these kinds; content that is fraudulent, false, misleading or deceptive,
 - (3) Any form of advertising for products or services, including the usage of data for the dissemination of advertising, provided PROAKTIV has not explicitly agreed to same in writing in advance,
 - (4) Commercial or other usage of the services and collective content offered by PROAKTIV that is not explicitly permitted by these provisions or without PROAKTIV agreeing in advance to the commercial usage of same. This also includes the prohibition of the usage in a way that a sponsoring, a partnership or any other cooperative arrangement indicates is untruthful,
 - (5) When undertaking actions that impair or can impair the functionality of the services from PROAKTIV (for instance through the usage of "robot", "spider" or "offline-reader" software for the automatic generation of user requests via the internet, email bombing, denial-of-service attacks, the inclusion of harmful components such as viruses, worms, Trojan horses, or similar processes or technologies),
 - (6) With actions that call upon or encourage a third party to undertake one of the actions mentioned and listed above, or which provide support to same in said action.

- f) **Instructing of the participants about obligations.** The customer is required to instruct the participants about complying with the obligations as listed.
- g) **Blocking of access.** In the event that PROAKTIV gains knowledge that the customer is wilfully and negligently violating their obligations, PROAKTIV is entitled to immediately, temporarily or permanently block the access to the measures without providing any reasons for same, to block or delete the content and/or to restrict the usage of the services and functions provided.
- h) **Undisturbed access.** PROAKTIV solely assumes the guarantee for the term of the contract that the online access and further technically-based modules can be used without disturbances or faults by the customer or the participants for the intended purpose. The time periods required for repairs, maintenance or the introduction of new facilities or services can lead to occasional, temporary interruptions or restrictions on the usability. Furthermore, interruptions can occur due to technical breakdowns, third-parties attacks or human error. The temporary short-term non-availability of the module does not constitute any non-fulfilment of the obligations arising to PROAKTIV in accordance with this contract.
- i) **Exclusion of guarantees (caveat emptor) otherwise.** PROAKTIV excludes all guarantee and warranty rights in connection with the provision of services otherwise; this is also applicable to the provision of training products as streams or as downloads.

9. Obligations of the customer in relation to further participants

- a) **Naming of further participants.** The customer names the persons to PROAKTIV who are entitled under the scope of their licence to participate in the further training and transfers to PROAKTIV the required data (personal data, email address and function in the participant's company) for the participation in the further training measure.
- b) **Informing the participants.** The customer informs the participants about the approach, aims and scope of services of the sales training.
- c) **Compliance with data protection law.** The customers are themselves responsible within their competence areas for the compliance with the applicable data protection provisions, the recognised principles of data security and the duties arising from the works constitution law as the case may be.
- d) **Defining of inspection rights.** Furthermore, the customer can optionally define who may inspect the data, reports or tracking generated by the employees following the conclusion of the sales training.
- e) **Technical equipment.** The customer ensures that the participating employees have the technical equipment available to them required for the online training. The minimum requirements here consist of a computer/laptop with a current operating system and a standard browser (Edge, Firefox, Chrome, Safari), a stable internet connection, a headset and a webcam or a built-in camera in the laptop for the online coaching.
- f) **Naming of a contact person.** The customer names a contact person who is responsible on the part of the customer for the implementation of the project. This concerns the person named in the order form.

10. **Contractual term, cancellation**

- a) **Begin.** The contract begins at the date defined in the order form. In the event of extensions or additions to the order form, and especially with the registering of further participants, the date of said amendment is regarded as being applicable. The contract automatically ends with the ending of the further training measure for the registered participants. A termination is excluded during the duration of the further training measure.
- b) **Withdrawal.** The customer can withdraw from the contract up to the first log-in of the registered participant, and at the latest however 14 days after the activation of the online access by PROAKTIV. In this case, PROAKTIV cancels the contract cost-free for the registered participant. In the event that the withdrawal occurs after the first log-in of the registered participant and/or after the expiry of the 14 days, PROAKTIV is entitled to the complete fee for the further training measure.
- c) **Substitute participants.** The customer can name a different participant as a substitute in place of the registered participant up to the first log-in by the registered participant. This person then attends the further training measure in the place of the originally named participant without incurring any additional fees. Any later naming of a substitute is not possible.
- d) **Cancellations of virtual coaching.** In the case of the booking of "virtual coaching", the customer or the participant can cancel the date booked, regardless of the reasons for same, and book a new date. With any cancellation up to 7 days prior to the booked date, the booking of a new date is cost-free. Otherwise costs at an amount of €80 are incurred when booking a new date.
- e) **Application of the abovementioned regulations.** The regulations in b) to d) are applicable regardless of the point in time of the contract conclusion.

11. **Contact person at PROAKTIV**

The following contact person is named for the implementation of the project on the part of PROAKTIV:

Anja Fielitz

Senior Consultant

Tel.: 02224/ 123 0649

Email: a.fielitz@iubh.de

ATTACHMENT 4

Order Processing Contract

1. DETAILS OF THE DATA PROCESSING

The details of the data processing are described in **Annex 1**.

2. RIGHTS AND DUTIES OF THE CONTRACTOR

2.1 **Compliance with the applicable law.** The obligations of PROAKTIV (the "**contractor**") in the processing of data result from the GTC and the applicable law.

2.2 **Processing only in accordance with instructions.** The contractor processes the personal data only within the scope of the GTC and on the documented instructions of the customer ("**client**"). It ensures the same is applicable to all persons to whom it grants access to the personal data. To the extent that the contractor is obligated to conduct the processing in another way as a result of European Union law or that of a Member State to which it is subject, it informs the client about same in good time prior to the processing, unless such a notification is not permissible for reasons of an important public interest.

2.3 **Confidentiality obligation.** The contractor has to obligate the persons utilised to process the personal data to maintain confidentiality to the extent that these are not subject to a legal obligation of confidentiality.

2.4 Security measures in accordance with Sec. 32 German Data Protection Regulation (DSGVO)

2.4.1 **Principle.** The contractor hereby declares that it has taken the required measures for the security of the processing in accordance with Sec. 32 German Data Protection Regulation – DSGVO (termed "**security measures**" hereunder).

2.4.2 **Extent.** A protection level is guaranteed for the concrete order processing as is appropriate for the risk to the rights and freedoms of the natural persons affected by the processing. For this purpose, the protection aims of Sec. 32 Para. 1 German Data Protection Regulation (DSGVO), such as confidentiality, integrity and availability of the systems and services, as well as their carrying capacities in relation to the kind, extent, circumstance and purpose of the processing, are to be taken into consideration in such a way that the risk is mitigated permanently by means of suitable security measures.

2.4.3 **Data protection concept.** The data protection concept described in **Annex 2** details the selection of the security measures suitable for the risk determined while taking into account the protection aims in accordance with the current technological levels and while taking into account especially the IT systems and processing methods utilised by the contractor.

2.4.4 **Amendments.** The security measures are contingent upon technological advances and further developments. The contractor is fundamentally permitted to implement alternative measures that are adequate for the purpose. Doing so, the current security level presented in advance of the data processing agreement and based on the security measures taken or to be adopted may not be undercut.

- 2.5 **Activation of further data processors.** The contractor's obligations when activating further data processors (hereunder called "**subcontractors**") are regulated in Point 3.
- 2.6 **Support in safeguarding the rights of affected parties.** The contractor supports the client as far as possible with suitable technical and organisational measures so as to permit them to fulfil their obligation to respond to requests about the exercising of the rights of affected persons named in Chapter III of the German Data Protection Regulation (DSGVO). To the extent that an affected party should directly contact the contractor in order to assert their affected party rights, the contractor forwards this request promptly to the client.
- 2.7 **Support in the compliance with Sec. 32 to 36 German Data Protection Regulation (DSGVO).** Having regard to the kind of processing and the information made available to them, the contractor supports the client in their compliance with the duties named in Sec. 32 to 36 German Data Protection Regulation (DSGVO).
- 2.8 **Deletion and return upon completion of the processing.** The contractor must, at the discretion of the client, delete or return the personal data that are processed on their behalf if and to the extent that the law of the European Union or of a Member State to which the contractor is subject does not stipulate any storage obligation. Any data carriers provided by the client are to be released upon completion of the processing. Data carriers of the contractor are to delete or destroy same while applying the recognised technological level.
- 2.9 **Information to verify the compliance with data protection law obligations and reviews.** The contractor provides the client with all required information to verify the compliance with the obligations arising in Points 2 und 3. In the event that information or review reports are lacking, the contractor hereby declares their agreement that the client is entitled at all times during normal business hours to check and control the compliance with the applicable data protection law and the GTC to the extent required.
- 2.10 **Notification duty with doubts about instructions.** The contractor promptly informs the client about same when they are of the opinion that the fulfilment of an instruction could lead to an infringement of the applicable data protection law.
- 2.11 **Notification duty with infringements.** Should the contractor ascertain infringements of the applicable data protection law or of instructions from the client in relation to the data processing, they must notify the client of same promptly, and at the latest within 48 hours.
3. **SUBCONTRACTOR**
- 3.1 **Subcontractors activated on concluding the contract.** The subcontractors viewable in **Annex 3** are currently engaged.
- 3.2 **Approval of further subcontractors.** To the extent that the contractor wants to engage further or different subcontractors in order to render the contractually agreed services, they shall inform the client of same. Should the client not object to same, the approval is regarded as issued two weeks after the notification. In this case, the client can terminate the contract should they have reasoned objections to the appointment of the subcontractor.

3.3 **Contract design on the basis of the data processing contract specifications.** The contractor is to design the contracts with subcontractors in such a way that they comply with the requirements and specifications of applicable data protection law and of this data processing contract.

4. **TERM AND TERMINATION**

4.1 **Term.** The term of this order processing corresponds to the term of the principal contract.

4.2 **Termination.** The right to termination without notice remains unaffected. The client is entitled to effect a termination without notice to the extent that an infringement of the applicable data protection law or of the GTC occurs.

Annex 1

1. **Object.** The object of the data processing results from the order form and the GTC.

2. **Type and purpose of the processing.** The contractor collects, processes and uses all of the personal data provided for the order processing solely for the conducting of the training and on the basis of documented instructions from the client.

3. **Types of personal data.** The following types of personal data are processed as the case may be:

- Name
- Email address
- Function
- Title
- Training booked and conducted
- Processing status
- Trainer feedback
- Self-assessment of personality and character traits, as well as leadership style
- External assessment (assessments by the trainer about the abovementioned traits and the progress of the training)
- Feedback on the modules
- Learning success
- User name that the participant selects on the Zoom platform
- Text contributions
- Recording of voices
- Video recording of persons

4. **Categories of affected persons.** The following categories of persons are affected by the processing:

Participants in training courses

Annex 2 – Data Protection Concept as per Point 2.4.3

Technical-organisational measures

This annex describes the technical and organisational measures that the contractor has taken to protect the processed data. For the subcontractors engaged by the contractor, special technical and organisational measures apply that can be provided upon request.

1. Confidentiality (Sec. 32 Para. 1 Letter b German Data Protection Regulation – DSGVO)

Entry controls

Measures to prevent unauthorised persons from entering the premises in which personal data are processed:

- The rooms have a locking system with high security locks.
- Entering same without authorisation is not possible.
- The issuing of keys is documented.
- Visitors are only permitted to enter the rooms when accompanied by an employee.

System access controls

Measures to prevent data processing systems from being able to be processed by unauthorised persons:

- A limitation on those authorised with access occurs.
- User rights are assigned to the users on the basis of the functions they perform.
- Authentication occurs with user names and passwords.
- There are specifications for the password composition, handling and administration.
- Antivirus software with automatic updating is installed on all PCs.
- Automatic blocking mechanisms are activated on all PCs.

Data access controls

Measures intended to guarantee that the persons authorised to use a data processing system can only access the data subject to their access authorisation, and that personal data cannot be read, copied, amended or removed without authorisation during processing:

- The access authorisations are issued on the basis of the employee's function.
- The number of administrators is limited.
- The access to applications is logged.
- Document shredders are provided to shred paper-based personal data.

Separation controls

The processing of data from differing clients occurs separately.

2. Integrity (Sec. 32 Para. 1 Letter b German Data Protection Regulation – DSGVO)

Transfer controls

Measures intended to guarantee that personal data cannot be processed without authorisation during their electronic transmission or during their transport or their storage on data carriers:

- The retrieval and transfer of personal data by a user is encrypted by means of the web browser (https). User passwords are saved in encrypted form in the database whenever possible.
- The forwarding of data is only permitted in accordance with the contractual agreements and on the instructions of the client.
- The access to personal data sets of the client occurs via encrypted access options (https or SSH) wherever possible and in accordance with the contractual agreement.
- Log files are generated.

Input controls

Measures intended to guarantee that it can be subsequently assessed and determined if and by whom personal data have been processed in data processing systems:

- A log of the inputs is maintained.
- Server-side log files are maintained about user accesses.
- There is an authorisation concept.
- The protocolling occurs as part of the functions in the application program ordered by the client.
- To the extent that automatic exchanges of personal data occurs between client and contractor applications (e.g. authentication systems, connection to HR systems), these transmissions are to be undertaken via secure transport routes. For the exchange of data manually, the client sends an encrypted file to the contractor.

3. Availability and carrying capacity (Sec. 32 Para. 1 Letter b German Data Protection Regulation – DSGVO)

Availability controls

Measures intended to guarantee that personal data are protected from accidental destruction or loss:

- Data security (backups): The securing of data occurs on a daily basis. After the securing (i.e. backup) has been effected, the data are stored on separate servers.
- Recoverability (Sec. 32 Para. 1 Letter c German Data Protection Regulation – DSGVO): The recovering of the data from the backups can be ordered at all times. The recoverability is assessed in an exemplary manner or on the basis of a separate order by the client.

4. Procedures for regular reviews, assessments and evaluations

(Sec. 32 Para. 1 Letter d German Data Protection Regulation – DSGVO)

The technical and organisational security measures described in this annex are reviewed at least once a year and adapted as required. In the event that a security-related incident is determined, the measures taken are immediately assessed and adapted to the required extent.

Order controls

Measures intended to guarantee that personal data which are processed on the basis of an order are only processed in accordance with the instructions of the client:

The selection of the order processors occurs with due care while complying with the provision in Sec. 28 German Data Protection Regulation (DSGVO).

- Instructions to the subcontracted processor of orders occur in text form.
- The contractor has to name a competent data protection officer.
- The contractor only works with subcontracted processors of orders who have named a data protection officer.
- The contractor's employees are obligated in writing to treat personal data with confidentiality.
- The contractor's employees are regularly instructed about the obligations that arise from the order processing.

Annex 3 – Subcontractor Companies

Neomatt GmbH

Linear Service GmbH

LIFO Products & Consulting GmbH & Co. KG eLeDia

- e-Learning im Dialog GmbH

Jürgen K. F. Rehberg – Training – Coaching – Consultancy

James Miller

Claudia Wohlers-Stimmler – Kompetenz-Werk Ltd.

Susanne Sehrt – Businessstraining Hamburg Zoom

Video Communications, Inc.

ATTACHMENT 5

Information for Participants of Training Courses from PROAKTIV Management GmbH

Personal data are processed in the context of conducting the training. This section contains information about the processing of your personal data in the context of the training.

Who is the responsible party, i.e. the data controller?

To the extent that you have concluded the contract for the conducting of the training directly with PROAKTIV Management GmbH, Welfenstrasse 22, 81541 Munich ("**PROAKTIV**"), PROAKTIV is responsible for the processing of your data. Otherwise, your employer or that person who booked the course participation for you is responsible for the processing; in this case we only then act on the orders of our customer.

Our external data protection officer

We have appointed Dr. Annette Demmel, Squire Patton Boggs (US) LLP, Unter den Linden 14, 10117 Berlin, as our external data protection officer.

Purpose and legal basis of the processing

Your personal data are processed in order to conduct the training. The legal basis for the processing consists of Sec. 6 (1) b) General Data Protection Regulation – GDPR (EU) 2016/679. Furthermore, we utilise anonymised evaluations of the training course and progress and of the feedback on the training for internal purposes so as to further develop the training.

Recipients

The employees of PROAKTIV as well as the employees of the parent company Career Partner GmbH, Theresienhöhe 28, 80339 Munich, and of the affiliate company IUBH Internationale Hochschule GmbH, Mülheimer Straße 38, 53604 Bad Honnef, who are responsible for the administration and conducting of the training, the evaluations and – in so far as the training was booked via your employer – for the communications with your employees to that extent, have access to your personal data. Furthermore, we engage internal and external IT employees to service and maintain our IT systems, who can gain access to your personal data as part of their work as the case may be. In the event that you have chosen the option to avail of live coaching, employees of our technical service provider Zoom, which is operated by Zoom Video Communications, Inc., 55 Almaden Blvd, Suite 600, San Jose, California 95113, USA ("**Zoom**"), gain knowledge of your personal data.

In the event that the training was booked for you by your employer, a review of the processing status is granted by PROAKTIV to your superior, as well as to the employees of your employer who are responsible for the further training. In the event that the number of participants on a training course consists of more than five employees from the same company, your superior, as well as the employees of your employer who are responsible for the further training have access to anonymised

data that show the self-assessment, the external assessment, the trainer feedback, the feedback on the modules and the learning success.

Transfers

PROAKTIV does not transfer your personal data required for the training and which is listed below to any third country outside the EU. In the event that you are using the live coaching via Zoom, your personal data collected are to that extent processed by Zoom in the USA and in other countries as the case may be. The transfers are contractually protected in third countries by means of standard data processing contracts. If you have booked the training directly from PROAKTIV, you can receive a copy of same by contacting PROAKTIV at info@proaktiv-online.de. Otherwise, please contact your employer or the person who booked the training for you.

Data categories

Training:

The following data categories can be affected in the context of the training to the extent that we collect them or they are transferred to us:

- Name
- Email address
- Function
- Title
- Training booked and conducted
- Processing status
- Trainer feedback
- Self-assessment of personality and character traits, as well as leadership style
- External assessment (assessments by the trainer about the abovementioned traits and the progress of the training)
- Feedback on the modules
- Learning success

Live coaching:

If you are also taking live coaching, Zoom processes the following personal data from you:

- User names you select on the Zoom platform,
- Your text contributions,

and if you have decided to record the live coaching, then additionally

- Voice recordings of your voice,
- Video recordings of your person.

How long are your personal data stored?

The personally identifiable data used to evaluate the online training is stored by PROAKTIV for the contractual term and for one year after the ending of the contract.

Your rights

To the extent that we process your data as the responsible party (i.e. data controller), you can contact us in writing or by email at info@proaktiv-online.de in order to exercise the following rights. In the event that your employer or another third party booked the course participation for you, please contact them in order to assert your rights.

- Information about your data in order to check and control same,

- Receipt of a copy of your personal data,
- Rectification, deletion or restriction on the processing, which also includes the right to complete incomplete or false data by means of an additional notification,
- Right of objection to the processing,
- You can receive the data provided about you in in a structured, conventional and machine-readable format and transfer these data, subject to any third party usage rights, to another responsible party, provided you have given your consent to the processing or the processing is based on a contract.

Furthermore, you have a right of complaint before a supervisory authority in connection with the processing of your personal data.

Automated decision-making

Your personal data are not utilised for any automated decision-making.

Why are your personal data collected?

We need your personal data in order to conduct the training. You have the option to refrain from providing your personal data, or to submit incomplete information to us, or to not issue any consent to the processing of your personal data. This can however lead to a situation whereby we are not able to conduct the training with you.

The disclosure of your name, text, audio and video contributions is voluntary when using Zoom. You can refrain from same, but then you will potentially not be able to conduct live coaching.