

## General Terms & Conditions of Business

### 1. General/Scope of Terms & Conditions

1.1. These General Terms & Conditions apply to business relations between you, as the Customer, and borisgloger consulting GmbH, Frankfurt am Main, Germany (hereinafter referred to as „borisgloger“). Deviating provisions from the Customer do not apply, even if they have not been contradicted by borisgloger.

### 1.2. The following definitions are used in the General Terms & Conditions (T&C) of Business

“Customer:” Any (legal) entity with whom borisgloger concludes a contract or who makes a proposal to borisgloger

“Training:” Training courses and seminars offered by borisgloger

“In-house training:” Training which takes place on site and is provided by the Customer. The participants are employees of the Customer.

“Public training:” Training which takes place at a location provided by borisgloger. The dates and venues, in addition to the types of training available, can be viewed on the borisgloger website.

“Full-day event:” A training session lasting for 8 hours.

“Miscellaneous Services:” Other services and consultancy activity except training provided by borisgloger.

“Time sheets:” Proof of Performance and records of time

“Working days:” Mondays to Fridays, excluding public holidays

“Hours of business”: 9.00 am - 5.00 pm on working days.

1.3. The General Terms & Conditions also apply to all additional contracts connected with it provided borisgloger and a Customer have contractually agreed upon the General T&C.

1.4. The version of the General Terms & Conditions valid at the time the contract is concluded is definitive. The currently valid version is published on the website at <https://www.borisgloger.com/en/terms-and-conditions/>.

### 2. Concluding the Contract/Restriction on Minimum Number of Participants/Fully Booked Training Sessions/force majeure

2.1. The Customer can submit bookings for training courses with borisgloger in writing by post, fax or e-mail. Bookings made by the Customer are regarded as contract proposals, leading to the conclusion of a contract through borisgloger’s acceptance of them.

2.2. If the advertised minimum number of participants required for the respective borisgloger training course has not been met, borisgloger is entitled to withdraw from the agreed contract up to and including 10 working days prior to the start of the training course or service.

2.3. If the maximum number of participants for the training course selected by the Customer has already been reached, a proposal for the next available alternative date will be sent to the Customer by borisgloger in writing/by e-mail.

2.4 Cancellation or organizational change of the training due to force majeure / COVID-19

2.4.1. borisgloger is not liable for the impossibility or the organizational change of the training, as far as these were caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (eg transport delays, lack of manpower, official measures), which borisgloger is not responsible for. If such events make it significantly more difficult or impossible for borisgloger to carry out the training on the agreed date, borisgloger is entitled to withdraw from the contract or to carry out the training under organizational conditions changed to the necessary extent. As far as the customer cannot be reasonably expected to participate in the training due to such an organizational change, he can withdraw from the contract by immediate written declaration to borisgloger.

2.4.2 By booking the training the customer agrees that performance difficulties caused by COVID-19, especially training cancellations or organizational changes of trainings by official orders (e.g. quarantine, ban on public meetings, entry ban, transport hindrances (e.g. flight cancellations)), no matter if such circumstances occur at borisgloger itself or at the hotels or subcontractors contracted by borisgloger, are not at the expense of borisgloger and are considered unforeseeable and unavoidable. These circumstances are therefore - despite knowledge of the risk associated with COVID-19 - still to be classified as force majeure and not subject to borisgloger’s responsibility.

### 3. Training - Types of Training and Scope of Services, Re-booking/ Cancellation by the Customer, Provision of Documents, Training Prices

#### 3.1. Types of training and scope of service

3.1.1. borisgloger provides the following services for public training courses, which are included in the price:

- a) Providing the materials and premises required
- b) Imparting the contents of the training course in accordance with the description of the training
- c) All training documents required in German or English, subject to availability
- d) Beverages during breaks as well as lunch for full-day sessions
- e) Presentation with a personalised certificate of participation upon completing the training course

All other costs, such as the Customer’s costs for travel and accommodation are not included in the price. The costs will only be accepted by borisgloger if this has been expressly agreed with the Customer in writing, on a case-by-case basis, when concluding the contract.

3.1.2. With respect to in-house training courses, the only services included in the price are those which are explicitly agreed between borisgloger and the Customer when concluding the contract.

### 3.2. Cancellation or re-booking by the Customer

3.2.1. Cancellations or re-bookings must be made by letter, fax or e-mail.

#### 3.2.2. Receipt of cancellations or re-bookings:

A cancellation or re-booking made by a Customer on a working day, during business hours, is deemed to have been received by borisgloger on the same day.

If notice of a cancellation or re-booking is sent by a Customer to borisgloger over a weekend, or on a public holiday or outside the hours of business, the cancellation or re-booking is deemed to not have been delivered until the next working day.

#### 3.2.3. Re-booking in-house training courses:

The date of an in-house training course can be postponed by the Customer free of charge up to 20 working days prior to the start of the training. After this time, the provisions governing the cancellation of in-house training courses come into effect (see paragraph 3.2.5).

#### 3.2.4. Cancelling in-house training courses:

Training courses can be cancelled by a Customer free of charge up to and including 20 working days prior to the start of the training course.

If a training course is cancelled from 19 up to and including 6 working days before it is due to begin, the Customer will be charged a cancellation fee of 60% of the contractually agreed price.

If a training course is cancelled 5 working days or less prior to the start of the training course, a cancellation fee of 100% of the contractually agreed price will be charged. In either case, the Customer reserves the right to demonstrate that borisgloger did not incur any losses, or that any losses incurred amounted to significantly less than the aforementioned cancellation fees.

#### 3.2.5. Re-booking public training courses:

Public training courses can be re-booked for another public training course on the same subject once, free of charge. In order to do this, borisgloger must be informed of the Customer's re-booking up to and including 12 working days prior to the start of training and in addition, a public training course provided by borisgloger on the same subject, which has not yet reached the maximum number of participants, must take place within the next 12 weeks.

With re-bookings up 11 working days or less before the start of the training, a re-booking fee is charged of €150 plus VAT.

#### 3.2.6. Cancelling public training courses:

Public training courses can be cancelled free of charge up to and including 12 working days prior to the start of training. After this time, the full training costs will be charged. The Customer reserves the right to name a replacement participant.

### 3.3 Prices

3.3.1. Prices and fees for in-house training are fixed upon conclusion of the contract. For public training, the prices valid at the time of customer registration, as published on the borisgloger website (<https://borisgloger.com>), will apply.

3.3.2 The deadline for payment is 14 days from the invoice date without deduction of discounts. The participant contribution must in any case be paid by the start of the booked training, even if this results in a shortening of the deadline for payment. borisgloger reserves the right to exclude Customers who fail to meet their payment obligations from training sessions.

### 4. Miscellaneous Services – Placing Orders, Customer Obligations, Reporting, Disruption/Cancellation, Payment Conditions, Expenses

4.1. The scope and place of execution of actual diverse services will be contractually agreed between the Customer and borisgloger on a case-by-case basis. borisgloger works to produce reports, analyses, design concepts, plans, etc. without instruction. borisgloger will always choose the appropriate workplace to provide the services at their discretion.

4.2. borisgloger is entitled to engage a third party, qualified to perform the service, to carry out the duties incumbent upon borisgloger either in part or in full. borisgloger holds sole responsibility for paying the third party. No direct contractual relationship of any kind will exist between the third party and the Customer.

4.3. The Customer must ensure that all conditions during the fulfilment of various services at their place of business permit the work required for the consultancy process to progress as rapidly as possible. In particular, the Customer will provide borisgloger with a workstation (writing desk, chair), as well as internet access (LAN or WLAN) and the electronic access required to the customer documents. The Customer must also fully inform borisgloger through prior consultations and on-going discussions, provided this is relevant for borisgloger or for fulfilling the service contract. The Customer must ensure that all documents required for fulfilment and implementation of the various services are provided to borisgloger in a timely manner even without a special request, and that they are notified of all procedures and processes which are significant with regard to fulfilling the various services. This also applies to all documents, procedures and circumstances that only become apparent after borisgloger has commenced their work.

4.4. borisgloger will provide reports of its miscellaneous services, those of its employees and where applicable, those of third parties it commissions, with the help of weekly timesheets. These timesheets will be sent by e-mail in PDF format to the person responsible indicated by the Customer at the start of the week following the one in which the service was rendered. If the Customer does not raise any issues with the timesheets within 5 working days in writing, the timesheets are automatically considered to have been accepted. Each time the Customer is sent these timesheets, borisgloger will expressly point out that if they fail to issue a written objection to the timesheets within 5 working days of notification, it will be deemed that they recognise all information given on the timesheets.

4.5. The Customer can reschedule the start date on which services are to be provided. If such a request for postponement reaches borisgloger 10 working days or more prior to the planned commencement of the service (see paragraph 3.2.2. regarding receipt), and the services agreed are provided over a period of more than one month, borisgloger is entitled to charge part payment (without providing the service) of 50% for the days of consultancy planned for that month. If provision of the service is interrupted with good cause during fulfilment, at the wishes of the Customer and if the duration of the interruption is longer than one month, borisgloger is entitled to charge part payment (without providing the service) of 50% for the days of consultancy affected by this interruption.



- 4.6. The Customer can cancel the number of days ordered up to 20 working days prior to the start of their planned cancellation without incurring a charge. Paragraph 3.3.2. shall apply regarding receipt of notice of cancellation. If the cancellation is after this time, borisgloger shall be entitled to compensation of the remuneration originally agreed
- 4.7. In the cases described in paragraphs 4.5 and 4.6 above, the Customer reserves the right to demonstrate that borisgloger did not incur any losses as a result of the postponement or cancellation, or that any losses amounted to significantly less than the flat rates given above.
- 4.8. The deadline for payment shall be 14 days from the invoice date without deduction of discount.
- 4.9. In addition, cash expenditure, expenses, travel expenses etc. incurred are to be reimbursed by the Customer upon presentation of receipts by borisgloger.
- 4.10. Reimbursement will be made according to actual expenses on the basis of an hourly or daily rate. Accounts are settled on a weekly basis.
- 5. Liability**
- 5.1. The training courses and miscellaneous services must be carefully prepared and carried out by qualified trainers. borisgloger accepts no liability for ensuring that the training documents and the implementation of the training course or various services rendered are up to date, correct and complete.
- 5.2. The Customer notes that borisgloger accepts no liability for accidents that occur while the Customer is travelling to and from the seminar venue. A seminar venue is any location at which borisgloger carries out training activities of any kind whatsoever together with the Customer. If the venue is training rooms within a building, the Customer's route begins and ends at the general entrance to the training rooms.
- 5.3. borisgloger is only liable for damages when it is at fault. borisgloger's liability for damages excludes minor negligence, specifically in cases of breach of its obligations, delayed delivery of services or services not carried out or not carried out as advertised. This does not apply to negligent breaches of contractual obligations by borisgloger or their legal representatives or agents; in such a case, the liability of borisgloger is limited to such immediate damages as are foreseeable and typical of the contract. A material contractual obligation arises where a breach of obligation relates to an obligation of which the fulfilment is required for the correct execution of the contract, and one which the client expected, and had the right to expect, to be fulfilled. The aforementioned limitations of liability do not apply to damages arising from injury to life, body or health for which borisgloger is responsible, or to statutory liability according to the Product Liability Act.
- 5.4. The extent to which the right to claim damages against borisgloger is excluded or limited also applies to the personal liability of their employees, representatives and agents.
- 6. Prices, Invoicing, Interest on Late Payments, Offsetting/Right of Retention**
- 6.1. All prices and fees are given in euros, plus the statutory Value Added Tax.
- 6.2. borisgloger is entitled to send invoices to the Customer in electronic format. The Customer declares that it agrees with borisgloger sending invoices in an electronic format.
- 6.3. If the Customer is late with payments, borisgloger is entitled to claim interest at the level prescribed by law.
- 6.4. The offsetting or exercise of the right of retention by the Customer against amounts owed for services rendered is permitted only so long as the underlying claims of borisgloger are recognised or legally established, or if the counter-claim is connected to the invoiced service. borisgloger reserves the right to legal enforcement of the aforementioned claims.
- 7. Copyright and User Rights**
- All third-party logos, images and graphics presented by borisgloger whilst providing a service are the property of their respective owners and are subject to their respective licensor's copyright. All photos, logos, text and accounts used in documents provided by borisgloger may not be reproduced or used in other ways without borisgloger's approval. Customers may only use documents provided by borisgloger in an unaltered form for their own private purposes. All rights are reserved.
- 8. Non-Solicitation Agreement**
- 8.1. No Customer may make an offer of employment to paid borisgloger employees during the period of the consultancy or training services or for two calendar years subsequent to this.
- 8.2. If a breach of the non-solicitation agreement occurs, a penalty must be paid of three times the gross monthly salary the employee last received (in cases of variable pay this will be based on the last 12 full calendar months). If the solicitation proves successful, the contractual penalty will be double this amount.
- 9. Data Protection**
- The current version of borisgloger's privacy statement is available to download on borisgloger's website (<https://www.borisgloger.com/en/privacy-policy/>) and, as with the General Terms & Conditions of Business, applies to all business relationships between borisgloger and their Customers.
- 10. Choice of Law and Place of Jurisdiction**
- 10.1 German Law shall apply.
- 10.2 If the Customer is a trader as described in the Code of Commercial Law, a legal entity under public law or a special fund under public law, the sole place of jurisdiction – nationally and internationally – for all disputes arising directly or indirectly from the contractual relationship shall be Baden-Baden. However, borisgloger is also entitled to file a suit in the Customer's general place of jurisdiction.
- 11. Final Provisions**
- 11.1 Should any provision of these General Terms of Business be null and void for any reason, the validity of the remaining provisions shall remain unaffected.
- 11.2 Verbal agreements are not valid unless confirmed in writing.

valid as of 2. June 2020

