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## Terms and Conditions for Training

### § 1 Scope of Contract

- 1.1 Vector shall perform workshops and seminars at Vector's or at the customer's place of business.
- 1.2 If so requested by the customer, Vector shall perform customer specific training. Details shall be agreed on separately.

### § 2 Enrollment/Fees

- 2.1 The customer shall enroll in writing either by facsimile, e-mail or via the Internet. Vector shall confirm the enrollment in writing.

In case of customer specific training the customer's order shall be deemed as the enrollment.

- 2.2 Unless otherwise agreed, all specified prices shall be per participant. Business tax or V.A.T. (as applicable) shall be added to all prices. Fees shall be due without deductions on the date of the training, or within 30 days of the confirmation of enrollment by Vector, respectively. In case the customer has not paid the fee(s) in time, Vector may exclude the participant(s) from the training, or cancel the customer specific training, respectively.

### § 3 Cancellation

- 3.1 The customer may cancel an enrollment no later than 14 days before the training. In case the customer cancels an enrollment later, Vector may charge 50 % of the participant fee plus business tax or V.A.T. (as applicable). In case the customer cancels 1 workday before the training, Vector may charge the full fee plus business tax or V.A.T. (as applicable), unless the customer provides another participant as substitute.

In case of customer specific training the customer may cancel the order no later than 1 month before the training. In case the customer cancels an enrollment later, Vector may charge 50 % of the fee plus business tax or V.A.T. (as applicable), unless the parties postpone the training in harmony. In case the customer cancels 3 workdays before the training, Vector may charge the full fee plus business tax or V.A.T. (as applicable), unless the parties agree to postpone the training. Vector shall not unjustly refuse a postponement.

- 3.2 Vector reserves the right to cancel training any time, in case the required number of participants is not reached or in case organizational or technical reasons make the cancellation necessary, in particular if the trainer is in ill health.
- 3.3 Vector reserves the right to substitute the trainer. In this event the customer may not rescind the contract nor reduce the fees.

### § 4 Intellectual and/or Proprietary Rights

- 4.1 Vector reserves any rights on any documents of Vector which Vector hands over in connection with the training. The customer is neither entitled to copy them or work on them, nor to provide them to any third party.

### § 5 Vector's Liability

- 5.1 Vector – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only if Vector breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event Vector's liability shall be restricted to EUR 100,000.00 or the contract value, whichever amount is higher.

The customer may claim for a higher maximum, but Vector may then require a surcharge for the aggravated risk. The restrictions shall not apply to the extent the damages are covered under

Vector's business liability insurance provided the insurance company has paid. Vector agrees to maintain the coverage of this insurance as given at the time of the execution of the contract.

Claims for personal injury shall remain unaffected.

## **§ 6 Confidentiality Obligations**

- 6.1 Vector shall keep the customer's trade and business secrets confidential for an unlimited period of time, as well as all other information obtained by Vector under or in connection with this contract, designated in writing as confidential by the customer. However, Vector shall have no obligation with respect to any information which is (i) already in Vector's possession at the time of the execution of the contract, (ii) independently developed by Vector, or (iii) which is publicly known through no wrongful act of Vector.
- 6.2 Notwithstanding § 6.1, Vector is not obliged to keep confidential any of Vector's ideas, concepts, know-how or techniques related to the development of software.
- 6.3 Vector shall oblige its employees to adhere to the confidentiality obligations.
- 6.4 Vector may include the name of the customer and a brief description of the rendered performances in a reference list. All other advertising references to the customer shall be agreed on in advance with the customer.

## **§ 7 Miscellaneous**

- 7.1 The contract and its modifications require written form.
- 7.2 The contract shall conform with and be governed by the laws of the People's Republic of China without regard to its choice of law rules. Exclusive venue shall be Vector's main place of business.