General Terms and Conditions of Purchasing Training Services

of Know How! Aktiengesellschaft, Magellanstrasse 1, D-70771 Leinfelden-Echterdingen, Germany

1. Scope

The Services of Trainers and Training Agencies for Know How! AG are provided on the basis of these General Terms and Conditions of Purchase only, unless an individual service contact has been signed. In the event that an individual contract has been signed these General Terms and Conditions of Purchase shall apply in addition.

Regulations deviating from these General Terms and Conditions of Purchase shall apply only after written confirmation by Know How! AG. Contradicting terms of business of the Service Provider shall only be accepted after they have expressly been confirmed in writing by Know How! AG. Subsidiary agreements, as well as amendments to the Contract are legally unenforceable, unless they have been confirmed in writing by Know How! AG.

2. Order/offer and correspondence

All agreements between the Service Provider and Know How! AG shall only be binding if they have been made in written or in text form. This also applies to changes, amendments and subsidiary agreements. This also applies in particular to appointments. In principle, these always take precedence over the data in general Lexware orders. All written documents of the Supplier must include the order number and the project number of the order/assignment.

With general Lexware orders of certain contingents, there is no obligation of the Know How! AG to accept these ordered contingents. However, Know How! AG will endeavour in any case to accept the contingents ordered from the Service Provider and committed by him. The Service Provider's offers shall be made free of charge. Cost estimates are only chargeable if this has been agreed in advance in written or in text form. In the event of an important cause within the scope of a long-term obligation or the application for the initiation of insolvency proceedings against the assets of the Supplier and the partial or complete non-fulfilment of the Contract, Know How! AG is entitled to withdraw from the Contract or long-term obligation with immediate effect.

3. Scope of duties

Know How! AG commissions the Service Provider with the provision of training services and other related services and work. The individual training sessions, Webinars of other services and works to be provided by the Trainer will be assigned separately. Mandatory content of the assignment are the place, time, subject areas of the training to be provided or the content of the services to be provided, as well as the remuneration. The assignment can also be made by e-mail.

The Service Provider shall ensure that the Trainer has obtained comprehensive and up-to-date expert knowledge in the area of work determined in the assignment of the Service Provider.

Training sessions take place either in the premises of Know How! AG or in the premises of the corresponding client. Upon agreement, Webinars can also be carried out at the Service Provider's facilities. In this case, the Service Provider shall ensure that their technical equipment and Internet connection are suitable to conduct a Webinar.

4. Use of third parties (subcontractors / Trainers) and German Minimum Wage Act (MiLoG)

The involvement of a third party, in particular of Trainers by an agency, requires the express advance consent of Know How! AG. Should the Service Provider plan to involve a third party from the start, they shall have to communicate this to Know How! AG, before even making an offer. The Service Provider is in principle not authorised to replace previously booked Trainers without first consulting Know How! AG. The Service Provider has to impose all obligations to the subcontractor/Trainer with regard to the tasks they have taken on, and to ensure compliance with them in reference to Know How! AG.

In the event that the Service Provider and/or a subcontractor/Trainer employed by them falls into the scope of application of MiLoG (German Minimum Wage Act) and that the Service Provider has to provide works or services within the meaning of Section 13 MiLoG in conjunction with Section 14 AEntG (German Employee Posting Act), the following applies: The Service Provider shall ensure that they observe the provisions of MiLoG in its latest applicable version. He further assures that he will only use subcontractors or personal hirers who have given him a written assurance with the above content that they will in turn demand the assurance from further subcontractors or personnel leasing companies to be commissioned.

In the event that Know How! AG, pursuant to Section 13 MiLoG in conjunction with Section 14 AEntG, receives a claim from an employee of the Service Provider or from a subcontractor/Trainer appointed by the Service Provider, the Service Provider shall already indemnify Know How! AG against such claims. In the event that Know How! AG receives a claim due to a breach of MiLoG, it shall also be entitled to withdraw from the signed contract or terminate it with immediate effect.

The Service Provider shall also be liable toward Know How! AG for any damage the Know How! AG may have suffered due to the non-fulfilment of the above-mentioned guarantee of the Service Provider. The Service Provider shall be obliged to present to Know How! AG - at any time upon their request - the lists of working hours, the pay slips based on them and proof of the due payment of social security contributions to the provider of social insurance.

5. Scope of services / secondary employment

The regular daily working hours of the Trainer amount to eight hours**.** The Service Provider and the Trainer in each case are free to decide on their own division of tasks, and are not bound to specific working hours, unless these rely on obligations of the Client to its customers.

The Service Provider and the Trainer in question are only bound by the terms of this Contract in the context of **Item 14** of these General Terms and Conditions of Purchase in the case of other employment or self-employed contracts.

The Contracting Parties agree that the Trainer in the sense of either fiscal law or social security law provisions:

a) shall not be integrated into the Client's business operations,
b) shall be completely free, beyond the agreed deadlines, in his choice and division of personnel, working hours and running of the activity, unless services are to be rendered at specific times due to the nature of the activity to be undertaken in the individual case,
c) shall not be subject to any directives, but rather shall render the service in an orderly manner which satisfies the conditions of the Contract,
d) shall pay for his own health, long-term care, pension, social, and accident insurance, and shall deduct all necessary taxes. This self-responsibility is also be taken into account in the calculation of remuneration.

6. Obligations of the Trainer / Service Provider

The Trainer in question undertakes to render the activities and training courses to be carried out independently and with the greatest possible level of care.

Where the Trainer is not commissioned to carry out the training alone, then he shall work together with other Trainers.

If the trainer gets from the Know How! AG or from the respective customer for the fulfilment of his task hardware and/or software and/or an access authorization card, the trainer is obligated to transfer this hardware and/or software and/or access authorization on the first request to the Know How! AG. The trainer is obliged to handle the hardware carefully and to operate it according to the regulations of the EU-DSVGO. In particular, the trainer may not store any unencrypted personal data on the hardware. If the hardware or the software is lost, the trainer has to compensate the resulting damage if the loss is his fault.

The Service Provider shall be obliged to ensure that the Trainer adheres to the Client's "Need-to-know information on co-operation" document and shall be liable for adhering to the Client's guidelines.

Should the carrying out of training sessions lead to difficulties, then the Service Provider undertakes to inform the project management of Know How! AG immediately. This team shall attempt to resolve the difficulties in close co-operation with the Contractor.

When selecting a Trainer, the Service Provider shall take into account and keep in mind the contents of a seminar as provided to him/her in each case. If this deviates from the provided content, then the Service Provider must inform the Client's project management immediately.

7. Remuneration, payment, invoice

All prices are net prices plus the applicable VAT and exclusive of packaging and delivery costs in the currency the invoice has been issued in, unless stated otherwise. The remuneration rates quoted in the offers are binding.

If day rates have been agreed, these include eight hours of work during the usual business hours of Know How! AG. Invoices must fulfil the relevant applicable legal requirements. The invoice must include the order number and the project number, and every invoice must itemise VAT separately. Invoices must be sent separately to the billing address included in the order/ assignment.

Invoices must always be issued in EUR and they are only paid in EUR.

If no payment terms have been agreed, invoices become due after 30 days. The terms for payment start with the delivery of the goods at their destination or after the acceptance of the work or after the end of the service, but not before receipt of the invoice. Payment does not constitute approval of the service or work provided.

8. Travel / accommodation expenses

Travelling to a place of work (place of project or event) that is different from the one given in the Contract (order / assignment) requires the prior consent of Know How! AG in text or written form. The Service Provider has to choose the most economical solution taking time and cost into account, and has to prove this to Know How! AG upon their request. Travel expenses must always be itemised separately in all invoices. The Service Provider shall be obliged to present the corresponding receipts to Know How! AG upon request.

Reimbursable travelling expenses of the Service Provider include.

Travel expenses: 0,30 € will be refunded per kilometre. Taxi, train and air travel will be refunded according to the expenses incurred.

For train and plane tickets:

- Train ticket: always 2nd class with Bahncard 50
- Plane tickets within a country or a continent: Economy Class
- Intercontinental flights or 7 hours flight time or overnight flights: Business Class

Accommodation costs are reimbursed at cost, up to a maximum of € 100.00 per night.

Travel times to the defined place of work and within the respective continent are not remunerated as working hours. Intercontinental trips with an actual travelling time of more than 4 hours are reimbursed at 50% of the day rate of the respective employee. Ancillary travel costs (parking fees, luggage storage) as well as costs for meals and work-related phone calls are not reimbursed. The travel expenses regulations detailed above do not apply if the distance between the Service Provider's domicile and the defined place of work is less than 51 km. For longer distances the travel costs for the first 50 km are not reimbursed.

9. Performance deadlines, delay and cancellation

The Service Provider must adhere to the deadlines agreed for the services - they are binding for the Service Provider. In the event that the Service Provider realises that they cannot fully or partly fulfil their contractual obligations, or in a timely manner, they have to then advice Know How! AG promptly in writing indicating the reasons. The unconditional acceptance of a delayed

(partial) performance cannot be deemed as a waiver of the rights by Know How! AG with regard to the delayed partial performance.

The Service Provider can only invoke the fact that Know How! AG did not provide documentation / information, if they did not receive them within a reasonable period of time despite having sent a written reminder.

Know How! AG can claim an agreed and forfeited contractual penalty up until the final payment is due, without Know How! AG having to reserve the right pursuant to Section 341 Para. 3 BGB (German Civil Code).

. A case of force majeure cannot be deemed a delay of performance.

If a training contract (training measure) which has been concluded separately is cancelled, the cancellation regulations apply which were agreed between the Client and Know How! AG, as well as regarding the co-operation between the Service Provider and Know How! AG. These terms of cancellation shall be made known to the Service Provider together with the assignment. If no cancellation terms are made known, the following cancellation terms shall apply between Know How! AG and the Service Provider:

Up to 16 working days (Mon - Fri) before the start of the seminar or event:	no cancellation fee
Up to 11 working days before the start of the seminar or event:	charge of 25% of the seminar or event price
Up to 6 working days before the start of the seminar or event:	charge of 50 % of the seminar or event price
Within the last 5 working days or in case of no-show:	charge of the full seminar or event price

Should Know How! AG have expenses reimbursed due to a cancellation by the Client in accordance with these cancellation terms, Know How! AG shall proportionally pass them on to the Service Provider. The Service Provider must allow the amount that it earns or fails to earn due to cancellation of Contract through alternative use of the corresponding Trainer for the Client to be offset, without the Client having to present reasonable grounds for it.

Proportionally this means that the Service Provider will receive the same compensation percentage agreed with them, as the Client receives from the customer.

In the event that a Trainer cannot carry out a training measure due to a significant obstacle, the Service Provider shall be obliged to provide a suitable replacement Trainer, if it is a training agency. A significant obstacle is a circumstance in which the Trainer is impeded to conduct the training due to sickness or due to another reason because of which an employee would be entitled to take special leave (e.g. death of a close relative). The Service Provider/ Trainer must promptly and without solicitation provide evidence for such obstacle (e.g. certificate of incapacity for work).

In the event that a Trainer does not conduct an agreed training measure without proving a significant obstacle, the Service Provider has to pay to Know How! AG a lump-sum compensation amount of € 600.00, should the training agency not be able to replace the Trainer and cancel the training session. This amount is halved if Know How! AG manages to find a suitable replacement Trainer and the training session can still take place.

Should expenses be incurred which exceed the lump-sum compensation amount owing to provision of the replacement Trainer (e.g. due to additionally required onboarding), the Service Provider has to reimburse these expenses.

10. Ownership and rights of use

Contractual works of the Service Provider and/or the Trainer shall become the property of the Client upon handover. As far as copyright protection is concerned, Know How! AG shall acquire ownership of the transferred copy. The Service Provider shall - without any restriction in terms of territory or content - transfer the exclusive right to the Client to use, distribute, duplicate, modify and process, translate and market any work product created by the Service Provider or their members of staff in the context of the collaboration. For this purpose, the Service Provider shall be obliged to ensure that their contributors/Trainers (employed and freelance) transfer all rights of use to the Service Provider, which are necessary to be able to satisfy all claims for use by Know How! AG. If there is a justified interest of Know How! AG, the trainer is obliged to hand over the contractual services to Know How! prior to completion and to grant the corresponding rights of use as described above. A justified interest of the Know How! AG is - among other things - in any case always present when the Know How! AG needs the services of the trainer before completion in order to fulfil its contractual obligations towards the customer or if the relationship between trainer and customer or trainer and Know How! AG is disturbed.

Know How! AG is thus entitled to exercise the rights provided to it concerning the work products without restriction. Except in the event of a separate agreement to the contrary, the Service Provider and their employees/Trainers have no right to access the work products they have developed, either in the state they were handed over in or as modified by Know How! AG. The Service Provider may publish development concepts, training material and other order-related documents only with the specific permission of Know How! AG. For the duration of the Agreement, the Service Provider undertakes not to exercise any right of recall that may exist under copyright law on any basis.

11. Liability

Unless agreed otherwise below, Know How! AG shall be excluded from liability for direct and indirect damage, as long as the liability is not based on intent or gross negligence or culpable injury to life, limb and health.

The exclusion of liability applies to all direct and indirect damage, such as consequential damage, lost profit, damage with regard to other people and objects, loss of data, additional personnel costs, useless expenditures and omitted savings. The liability for a breach of collateral obligations shall be excluded. In the event Know How! AG is held liable, this liability shall be limited to a maximum of 5% of the agreed total remuneration excluding VAT. This does not apply to liability for intent.

Claims for compensation of the Service Provider lapse no later than one year from the time when the Service Provider has obtained information about the damage and the circumstances entitling them to their claim. This does not include claims for compensation due to intent or gross negligence. With regard to the Service Provider's liability, legal regulations apply. This also applies to product liability.

12. Third-party proprietary rights

The Service Provider and Know How! AG respect the proprietary rights of third parties for their activities. Should one of them infringe the proprietary rights of a third party, only this Party shall be liable toward the third party and shall indemnify the other Contracting Party for any claims from a breach of a proprietary right. The Contracting Parties shall each inform the other immediately if third party proprietary rights are breached. Taking into consideration the justified demands of the other Contracting Party, each Contracting Party shall decide on defence measures, elimination of damages, and settlement negotiations, and in case of settlement negotiations on the content of the settlement. They shall inform the other Contracting Party of all significant steps and agree on these in writing.

13. Secrecy, documentation, data protection

With regards to all information of Know How! AG which is made available to the Service Provider in connection with the order or assignment and is labelled as confidential information or is clearly a business or operative secret according to other circumstances, the Service Provider shall be obliged to keep it secret for an unlimited period of time, and be obliged not to record, use or share it unless this is necessary to achieve the purpose of the Contract. This applies in particular to information of and about the respective customer, which becomes known to the trainer during his activity for the Know How! AG. The trainer has to keep the information of and about the customer secret. The trainer is aware that customers of the Know How! AG insist on the conclusion of a confidentiality agreement with the Know How! AG. If the trainer violates his secrecy obligation, this will have considerable consequences for him. This does not apply to information that is already known to the Service Provider or that has become known without any connection to the contractual relationship.

All documents (e.g. drawings, images, texts), software, samples and models, which are made available to the Service Provider in connection with the business relationship, remain the property of Know How! AG, and they must upon request, but no later than at the end of the business relationship, be returned or destroyed (including all copies, transcripts, extracts and reproductions) at the choice of Know How! AG. The Service Provider does not have a right of retention.

The Service Provider shall observe the legal regulations regarding data protection, and in particular the regulations of the EU-DSGVO and the Bundesdatenschutzgesetz (Federal Data Protection Act) and obligate his employees accordingly.

14. Fiduciary duty and customer protection

The Service Provider undertakes to refrain from making any statements or taking any measures during the term of this Agreement, which could be detrimental to the reputation or image of the Client or of products manufactured and marketed by the Client. In respect of the Client's customers, the Trainer will act only on behalf of Know How! AG.

Whilst this Contract between the Service Provider and Know How! AG is in existence, the Service Provider may not be employed, either directly or indirectly, by customers of Know How! AG with or for whom they are working within the framework of this Contract, i.e. not even through employees, assistants or other hired persons, or by companies or shareholdings in companies. Should the customer approach the Trainer during the term of the Contract and request the Trainer to provide further services, the Trainer has to promptly inform Know How! AG.

Business relationships to the Service Provider's customers already in existence are not affected by this.

Exempt from the non-competition clause above is the case that the Trainer is working as a self-employed worker for other training companies who are not customers of the Client and becomes employed by the Client's customers in this context.

15. Place of jurisdiction / applicable law

The place of fulfilment and the place of jurisdiction for both Parties is Leinfelden-Echterdingen, unless required differently by law. Know How! AG is entitled to file a lawsuit against the Service Provider at the competent court at the Service Provider's domicile.

German law applies to this business relationship. The application of the United Nations Convention on Contracts for the International Sale of Goods and other bilateral and multilateral agreements standardising international sales acts is excluded.

16. Miscellaneous

If one or several provisions of these General Terms and Conditions of Purchase prove to be, or become legally invalid, this shall in no way affect the validity of the remaining provisions. Instead of a possibly invalid provision, the effective provision is deemed agreed that comes closest to the economic meaning and purpose of the possibly invalid provision.

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