



# Terms and Conditions of the Deutsche Telekom Group for Purchasing Training Services (EB Training)

## 1. Area of Application

- (1) These Terms and Conditions shall apply for the purchase of training-, coaching-, moderation- and similar training services (hereinafter referred to as **“training”** or **“services”**) by Deutsche Telekom AG (hereinafter referred to as **“DTAG”**) or a company of its group within the meaning of number 1 (3). These Terms and Conditions shall apply exclusively. Any conflicting or deviating terms and conditions of the Contractor shall not apply, even if the services provided by the Contractor are unconditionally accepted despite knowledge of such terms and conditions.
- (2) Only orders, calls, contracts, etc. (hereinafter referred to as **“Order”**) and other declarations of intent that are made in writing by a procurement unit of DTAG or a Group Company (hereinafter referred to as **“Customer”** respectively) shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by the Customer for handling purchasing transactions, including full integration, web-based applications or declarations transmitted via an Order Management Tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under its electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by the Customer to handle purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to such electronic communications methods provided by it (**“NB e-commerce”** published on [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).
- (3) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these EB Training, DTAG and all companies in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as **“Group Company”**) shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the event of an Order, a corresponding contract under the terms and conditions of such framework agreement is concluded directly between the respective Group Company and the Contractor. There is no joint and several liability of DTAG and the Group Companies.

## 2. Parts of the Agreement

The following documents shall be integral parts of the agreement in the order set forth below:

- a. the Order,
- b. the specifications,
- c. the framework agreement, if one exists
- d. these EB Training,
- e. the **“DTAG Supplier Code of Conduct”** in its most current version (hereinafter referred to as **“Code of Conduct”** or **“SCoC”**; published on: [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)).

Provided that the services are E-Learnings the Terms and Conditions for Purchasing Standard Software shall apply in addition to the EB Training.

## 3. Integrity and Cooperation

- (1) DTAG has designed core principles and values which demonstrate the Customer's willingness to share its business ethics,

the social and environmental commitments with its contractors. Detailed information can be found in the SCoC

- (2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations of SCoC, the Customer is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. Further, the Customer is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Customer shall remain unaffected.
- (3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.
- (4) The Contractor shall immediately inform the Customer in writing as soon as he becomes aware of indications suggesting that there might be problems regarding compliance with the Code of Conduct within its area of responsibility, and in particular to avoid anything which might harm Deutsche Telekom's Group brand image and/or endanger its security of supply.
- (5) The Contractor is obligated to comply with the security provisions of the Deutsche Telekom Group (published on [www.telekom.com/en/company/global-procurement](http://www.telekom.com/en/company/global-procurement)) which apply to contractors and their vicarious agents and to inform the persons and/or subcontractors deployed to provide the service and to oblige them to do the same.
- (6) If work is to be performed at the Customer's security sensitive sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with, the Sicherheitsüberprüfungsgesetz [Security Clearance Check Act] in Germany or a comparable security clearance check elsewhere.
- (7) The Contractor ensures to comply with all the obligations regarding the Mindestlohngesetz [minimum wage legislation] for himself and its subcontractors. In this sense and upon request by the Customer, he is – among others - obliged to document respective minimum wage payments. The Contractor shall indemnify the Customer from any legal consequences (including fines) resulting from failure to comply with minimum wage requirements. He shall further immediately inform the Customer as soon as any suspicion arises in case any of its subcontractors does not comply accordingly.

## 4. Quality Management, Environmental Protection

The Contractor has to adhere to the Customer's requirements for quality management, environmental protection and information security. If stipulated in the specification, the Contractor shall document the application of (i) a quality management system in accordance with DIN EN ISO 9001, TL 9000 or a comparable quality management system and shall provide data with respect to the metrics described either in the TL 9000 Quality Management System Measurements Handbook or in the agreed upon quality management system (ii) an environmental management system in accordance with either DIN EN ISO 14001 or the Eco-Management and Audit Scheme and (iii) an information security management system in accordance with ISO/IEC 27001 or comparable.

## **5. Independent Service /Work and Residence Permit**

- (1) Type, content and scope of the services to be rendered as well as place and time of performance (in particular training locations and training dates) will be coordinated by the parties with special regard to the requirements of Customer's customers and specified in the respective Order. However, if such specification has not been made, it shall be up to the Customer to decide.
- (2) The Contractor shall perform the contractual services independently and on its own responsibility.
- (3) The Contractor shall have the sole authority to provide instructions to its employees and those of its subcontractors. The Contractor shall comply with agreed deadlines. Apart from that he is free to organize the service provision and schedule its activities.
- (4) As an independent contractor, the Contractor shall properly submit any value-added tax received to the tax office, and shall independently and properly pay tax on any remuneration received from the Customer.
- (5) The Contractor is fully responsible for the deployment and performance of its staff in connection with the provision of the service. When working in the Customer's facilities, the Contractor shall ensure that its staff handles the Customer's property with care.
- (6) The Contractor shall cooperate with the Customer in a constructive manner and shall inform the Customer at any time about the status of the work and grant access to the documents.
- (7) The Contractor shall entrust only sufficiently qualified personnel with the provision of the contractual services and shall in particular ensure that any trainer skills required by Customer are met. If requested by Customer, the Contractor shall provide the Customer with a description of the training and skill profiles of the deployed personnel showing their qualification for the services to be performed. In addition the Contractor warrants that the services will be provided in a manner which is customary within the industry and state-of-the-art of science and technology.
- (8) A change of training staff during the term of the agreement requires the Customer's prior written consent. In case an employee does not meet the Customer's requirements, the parties shall agree upon a replacement. In the event of the replacement of an employee, the project-specific transfer of know-how shall be borne by the Contractor.
- (9) Where employees, vicarious agents or subcontractors are deployed, the Contractor hereby assures that all necessary official approvals (i.e. work and/ or residence permits) have been obtained. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with these requirements.

## **6. Media Creation**

The Contractor shall create all media in accordance with the layout-guidelines of Deutsche Telekom. This encompasses in particular the fonts and other regulations on layout prescribed within Deutsche Telekom. The Contractor has to acquire the necessary computer fonts on its own account.

## **7. Performance Evaluation**

The Contractor shall produce a trainer report for each training measure which has been carried through. Following each training measure an analysis of the feedback given by the participants (evaluation) will be made. The Contractor has to adopt Deutsche Telekom's methods of evaluation. Customer-specific evaluations shall be agreed upon separately. The feedback-

analyses will be made available to Contractor subsequent to the training measures. Benchmarks for evaluation as well as special consequences for not meeting certain minimum standards can individually be defined in the respective Order.

## **8. Remuneration**

- (1) Payment shall be made on a time and material basis with a maximum price (total net) or on a fixed price basis. The respective type and rate of remuneration will be determined in the Order.
- (2) The agreed remuneration covers all expenses incurred in connection with effecting performance, including any performance effected by any subcontractor, all incidental expenses as well as travel expenses and time spent travelling.
- (3) If time units are taken as the basis for billing the services actually provided, then proof of these time units shall be provided to the Customer. For this purpose, the Contractor shall submit detailed vouchers relating to the specific services provided and attributable to the named trainers in each case, indicating the respective trainer category. Remuneration shall be determined on the basis of the expenditure confirmed by the Customer.
- (4) The delivery of partial services is valid only if agreed in writing in advance by the parties.
- (5) Additional services that become necessary during the term of the agreement and have implications for costs must be agreed between the parties in writing before they are provided, even if they are essential for the performance of the agreement.
- (6) The Contractor is obligated to offer DTAG and all companies of its group within the meaning of number 1 (3) its services at the most favourable terms, conditions and prices which the Contractor grants DTAG and/or any company of its group worldwide with regard to amount, quality and market conditions of comparable services. DTAG and its group companies reserve the right to exchange the respective information.

## **9. Invoicing and Terms of Payment**

- (1) Invoices shall be submitted upon complete performance of the services.
- (2) Invoices shall be submitted solely to the address determined in the Order.
- (3) The Contractor shall submit a verifiable invoice of its services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted. In particular, invoice line items must match the order items. As a rule upfront and partial invoices are not allowed. If in an Order partial settlement is agreed, the upfront, partial, partial final and final invoice are to be marked as such and listed individually in numbered sequence. The invoice shall contain the unit placing the Order, the order number, the recipient of the service and, in case of services, the proof of performance. The invoice shall also be in accordance with §14 UStG [ German Value Added Tax Act;]. In case an invoice does not comply with the aforementioned requirements, the Customer reserves the right to return such outstanding invoice in order for the Contractor to complete and/or correct it. In such a case the payment period starts not until the receipt of the completed and/or corrected invoice. Even if the Customer does not make use of the aforementioned provision, any default in payment due to an invoice which does not comply with the aforementioned requirements is not the fault of the Customer. The invoice with the address given in the Order shall not be issued before the day on which performance is effected in accordance with the agreement.
- (4) Amendments and supplements to the agreement are to be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.

- (5) The prices agreed are net prices. If applicable, value-added tax to the statutory amount shall be added.
- (6) The invoice shall not be paid before the service has been provided. The payment period shall be 30 calendar days. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this number 9, but not before performance/acceptance of the services. A 3% discount shall be applied if payment is made within 14 calendar days from the commencement of the payment period.
- (7) Unconditional payment of the invoiced amount by the Customer does not constitute recognition of the Contractor's services as being in accordance with the agreement.
- (8) If a credit note procedure has been agreed, the following provisions shall apply in deviation respectively in addition to the provisions of this number 9:

The Customer effects payments without the Contractor submitting invoices. The payment period shall commence when the Customer has finished entering the data, at the latest three working days after submission of the detailed vouchers relating to the specific services provided, but not before provision/acceptance of the service.

The billing of the service shall take place on the basis of the service confirmation. The Contractor shall receive a credit note from the Customer on a monthly basis by the third working day of the following month as proof of the services recorded electronically. The credit note shall show the services per confirmation of performance according to type, quantity, net price, value-added tax, value-added tax rate and total amount.

- (9) The liability for value-added tax shall pass to the Customer if the Contractor is not a German company and the services ("Dienstleistungen") or sales performed under a contract for work and materials ("Werklieferungen") by the Contractor are taxable in Germany (§ 13b UStG [German Value-Added Tax Act]). In such a case, the Contractor shall not itemize German value-added tax in the invoice. If the Contractor brings items from a third country to Germany in order to provide the aforementioned services or work and if in this connection turnover taxes on imports are levied, these taxes shall be borne by the Contractor.

#### 10. Tax

- (1) In case of services (Dienstleistungen) or of sales performed under a contract for work and materials (Werklieferungen) by a company not domiciled in Germany which are taxable in Germany (§ 13 (b) UStG [German Value Added Tax Act]), the liability for value-added tax shall pass to the Customer. In such a case, the Contractor shall not itemize German value-added tax in the invoice. If the Contractor brings items from a third country to Germany in order to perform the services or work and if in this connection import turnover taxes are levied, these taxes shall be borne by the Contractor.
- (2) The Customer may deduct any withholding taxes which may possibly accrue from the price to be paid and pay them to the fiscal authorities for account of the Contractor unless a valid certificate of exemption is provided by the Contractor.

#### 11. Deployment Bans

- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants of the Deutsche Telekom Group in early retirement to perform, whether direct or indirect, any further services for the Deutsche Telekom Group. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months after leaving the company, if they have received severance payment in connection

with the termination of employment. In addition, if in the specific instance the Customer's procurement department has not issued in advance a written exclusion, a general deployment ban shall exist for current employees of the Deutsche Telekom Group.

- (2) Against this backdrop, the Contractor, in turn, shall be obligated to ensure that in providing its service to the Customer, the retired civil servants stated in number 11 (1) or personnel as defined by number 11 (1), sentence 3 shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in number 11 (1) are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) If the Contractor violates the provisions of this number 11, the Customer shall be entitled to terminate the agreement for good cause. In addition, Customer's right to claim damages due to such a violation is expressly reserved.

#### 12. Change of Date, Cancellation

- (1) The Customer is entitled to cancel dates agreed upon for trainings and to reschedule these – in consultation with the Contractor – to a new date within a reasonable timeframe (rescheduling may encompass not only a new date but also a new location for the training; normally such new date should not be later than 3 months after the date originally agreed upon).
- (2) The Customer shall also be entitled to cancel agreed upon trainings without replacement. If a cancellation is made at least 10 calendar days prior to the date scheduled as start of the training (the date of notification to the Contractor per email or fax shall be decisive), the Contractor shall not be entitled to any claims whatsoever against the Customer.

If a cancellation is made within 6 to 9 calendar days prior to the date scheduled as start of the training the Contractor shall be entitled to 25 % of the agreed upon fee as a cancellation fee. In case of a cancellation 2 to 5 calendar days in advance the cancellation fee shall be 50 % of the agreed upon fee and in case of a cancellation less than 2 calendar days in advance 75 % of the agreed upon fee.

Any and all possible claims of Contractor with regard to a cancellation of a training shall be fully compensated with the cancellation fees stated above.

- (3) In the case that a training is rescheduled or cancelled as a whole or in part due to reasons attributable to Contractor, Contractor shall be obliged to reimburse all expenses and detriments to Customer.

#### 13. Default

- (1) In the event of default ("Verzug") the statutory provisions shall apply, unless otherwise provided for in the following.
- (2) Customer's default also with regard to payment requires a reminder of no avail.
- (3) If a penalty is agreed, the Customer may reserve the contractual penalty right any time up to the final payment.

#### 14. Recognition of the Service, Acceptance

- (1) The Customer will recognize the agreed services or partial services when the Contractor has provided the services in accordance with the service specifications.
- (2) If specific results must be delivered, then the services shall only be accepted when the work results provided correspond to the agreed requirements.

- (3) In the event that acceptance is refused, the Contractor must improve or subsequently provide the outstanding services without delay, at the latest within a reasonable period of time to be determined by the Customer.

#### **15. Rights of Use**

- (1) The Customer is entitled to the exclusive, irrevocable, with regard to time, territory and manner unrestricted, transferable and sub-licensable right to use all work results for which all payment claims are settled with the agreed payment and in particular to use all results, documents and material (including but not limited to questionnaires, data storage media, reports, drafts, drawings and calculations) developed with the participants and accruing in connection with the execution of an Order as well as to use the general concept of the training as such. The right of use also includes in particular the right to publish the results and/or documents completely or parts thereof, duplicate, alter or process them including making further use of them (e.g. for further trainings and "train-the-trainer"-programmes). The Customer's right of use also exists in the event of a termination ("Kündigung") of the agreement.
- (2) If and insofar as a training concept is a preexisting concept of Contractor used by him in general the Customer shall be entitled to the right to use as stipulated in number 15 (1) in the form of a non-exclusive right of use.
- (3) The Contractor is obligated to immediately – at latest upon the delivery of goods or the provisioning of services - notify the Customer in writing if open source software is to be used and which licensing terms and conditions shall apply. Number 16 shall apply accordingly.
- (4) The Customer shall obtain a non-exclusive, irrevocable, with regard to time, territory and manner unrestricted and transferable right to use the knowledge contributed and obtained by the Contractor in the process of performing the task for which all payment claims are settled with the agreed payment.
- (5) Contractor's use of documents, material or other outcomes of the work created specifically developed for Customer shall only be allowed with Deutsche Telekom's prior written consent. Such consent will not be unreasonably withheld but shall as a rule be contingent upon agreement upon Customer's financial participation in the proceeds of such use.

#### **16. Third Party Rights**

- (1) The Contractor guarantees that the services to be rendered by the Contractor are free of third party rights, in particular third party intellectual property rights which could restrict or prevent the contractual use.
- (2) Each Party shall immediately inform the other Party of any claim related to said third party rights made or threatened against the other Party and/or if it becomes aware of any infringement or alleged infringement of any third party rights in connection with the contractual services.
- (3) On the first written request, the contractor shall fully indemnify the Customer from any and all legal actions, demands, costs, charges, losses, claims, damages and expenses suffered by the Customer as a result of the infringement or alleged infringement of any third party industrial property rights. In addition to these duties, the Contractor may, at its own discretion and at its own expense either
  - (a) modify or replace the services in a way that prevents third party rights from being infringed or allegedly infringed, however which ensures that the services continue to comply with the contractually agreed requirements in all respects, or
  - b) obtain the right for the Customer to (further) use of the services in accordance with the agreement.

- (4) If the Contractor fails to cease the infringement of third party rights within a reasonable period, the Customer shall, at its own discretion, be entitled to withdraw from the relevant Order and to assert claims for compensation or for a corresponding reduction of the purchase price and/or the licensing fee.

#### **17. Liability for Defects**

- (1) The Contractor warrants that its services are provided in compliance with the contractual agreements, rendered with reasonable professional skill and care and in accordance with what is the then current date of the art in science and technology, and that they shall comply with the relevant statutory provisions and agreed guidelines, etc.
- (2) Unless otherwise agreed, the statutory provisions shall apply to any defects that occur during the limitation period for claims for defects.
- (3) The Contractor shall undertake, in particular, to bear costs and expense arising in connection with defects and the remedying thereof. Further statutory claims of the Customer shall remain unaffected.
- (4) The Customer shall be entitled to reduce the remuneration or to rescind the agreement ("Rücktritt") and claim damages if the defects are not remedied within a reasonable grace period set by the Customer to effect subsequent performance, or if the subsequent performance is ultimately successful.
- (5) Unless longer limitation periods are provided by law, the Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or the Customer becomes aware of the defect of title through other means.
- (6) The period of liability is extended by the time the services cannot be used for the intended purpose.

#### **18. Confidentiality, Data Protection**

- (1) Both parties hereto shall treat in confidence all information from the business of the other party which they become aware of through the business relation and which is not generally available. Such information shall not be used for their own or third parties' purposes. The aforementioned confidentiality obligations shall not apply within Deutsche Telekom Group.
- (2) The Contractor undertakes to comply with data protection provisions and, in particular, the protection of personal data. In the event that the Contractor processes personal data on behalf of the Customer, the Contractor agrees to conclude with the Customer an "Agreement on Commissioned Data Processing (CDPA)" in accordance with the Customer's current model agreement.
- (3) The Contractor is responsible for requiring a written commitment to act accordingly on the part of all people the Contractor involves in the provision of the service.
- (4) The Contractor may only pass on to third parties or publish work results from the agreement and any information about them after obtaining the prior written consent of the customer.
- (5) Upon Customer's request or following the termination of the agreement the Contractor shall surrender to the Customer all documents created and worked on in the performance of this agreement, including all copies and duplicates. Duplicates of documents in electronic media and on data media that can not be surrendered shall be deleted or rendered permanently unusable by the Contractor. This shall also apply in the event of

termination of the agreement. The Contractor shall not have a right of retention, irrespective of the legal grounds.

- (6) The Contractor undertakes to explicitly and demonstrably inform its employees, vicarious agents and subcontractors that the Customer may collect and process the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, postal code, city and country. The following information may also be collected on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany: validity period of the work or residence permit, restriction of weekly working hours place of deployment, restriction of duties/position -all as per the work permit.
- (7) Any mention of the Customer as a reference shall require Customer's prior express consent in writing. Once granted, this consent shall continue to be valid until it is withdrawn. The Customer shall be entitled to withdraw such consent at any time without notice and without stating the reasons.
- (8) These obligations shall continue after the expiry of the agreement.

#### **19. Termination, Rescission**

- (1) The Customer has the right to terminate ("Kündigung") the agreement in its entirety or parts thereof at any time without giving any reason by giving 14 calendar days' notice.
- (2) The work results achieved up until the point of termination shall be documented and handed over to the Customer with all documentation.
- (3) In the event of termination, Contractor's remuneration shall not exceed the pro rata remuneration for the services rendered and proven up to the date of notification. If the agreement is terminated due to reasons for which the Contractor is responsible, Contractor shall be entitled to such pro rata remuneration only if and insofar as the services rendered so far are usable for the Customer.
- (4) Each party's right to terminate the agreement for good cause shall remain unaffected.
- (5) Either party may in particular rescind or terminate the agreement for good cause if a petition for insolvency proceedings has been filed with the court, the other party has suspended payments on a not merely temporary basis, ceases its business operations or the part thereof relevant for the performance, or if a similar event occurs which corresponds to the aforementioned situations under the laws applicable at the place of business of the affected party. The Customer is further entitled to extraordinary terminate the agreement in case the Contractor or its subcontractors do not comply with the regulations of the minimum wage legislation.

#### **20. Representation**

The Contractor shall observe the rights and interests of the Customer within the scope of the services to be provided by him. However, the Contractor shall not be entitled to represent the Customer in legally binding transactions with third parties or to pass himself off as the Customer's representative.

The Contractor shall indemnify the Customer against all claims that may arise in accordance with the principles of apparent authority and due to acts contrary to the terms of the agreement.

#### **21. Performance of the Agreement by Third Parties**

- (1) The engagement of third parties as subcontractors shall require the prior written consent of the Customer.

- (2) If the Customer gives its consent, the Contractor shall ensure that all subcontracts awarded under the relevant order are drawn up in such a manner that the Contractor is fully able to meet its obligations to the Customer.

- (3) The Contractor's liability shall remain unaffected by the subcontracting, the information on the structure of the subcontracting relationship, or the consent to this by the Customer.

#### **22. Assignment of Claims**

- (1) The Contractor's claims against the Customer may only be assigned given the express written consent of Customer's contracting procurement unit. § 354a HGB [German Commercial Code] shall apply if the transaction is a commercial transaction for both parties.
- (2) The Customer shall be entitled to assign its rights and obligations under an agreement individually or as a whole to any company of the Telekom group within the meaning of number 1 (3). Such an assignment shall not require Contractor's consent.

#### **23. Set-off**

- (1) The Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer.
- (2) The Contractor may only offset such claims which are undisputed or recognized by final and binding judgement.

#### **24. Customer Protection**

- (1) During the term of an Order as well as for one (1) year thereafter the Contractor shall not be allowed to provide similar services directly to Customer's customers / Customer's customers within the group for whom the services of the respective Order have been designated for without the Customer's prior written consent.
- (2) In addition the Contractor shall not entice any participants of the training or act as recruiting agent and shall not carry out self-advertisement or acquisition as part of individual projects when providing the services.
- (3) The Contractor shall contractually bind its staff correspondingly.

#### **25. Foreign Trade Regulations**

The Contractor shall be accountable for the compliance with all applicable foreign trade regulations in connection with its performance and in particular for obtaining authorizations or any other permissions which may be necessary due to foreign trade regulations on its own responsibility and at its own expense.

#### **26. Miscellaneous**

The Contractor shall ensure that the staff deployed for rendering the services does not use, teach or disseminate in any other way the "technology of L. Ron Hubbard". In the event of an infringement of this obligation the Customer shall be entitled to terminate the agreement for good cause without notice. Any further rights of Customer shall remain unaffected.

#### **27. Final Provisions**

- (1) The place of performance shall be the place of receipt indicated by the Customer.
- (2) The laws of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law.
- (3) The venue shall be at the court with jurisdiction at the Customer's principal place of business. However, the Customer shall

also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.

- (4) Notwithstanding the legal invalidity of individual items, the remainder of the agreement shall remain binding. This shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.