



General Terms and Conditions

of

Executive School of Management, Technology & Law of the University of St. Gallen,
St. Gallen, Switzerland ("ES")

regarding concepts, seminars, and coaching services.

1 Scope

- .1 These General Terms and Conditions (the "General Terms") are applicable to all agreements between ES and the respective customer (the "Customer") in accordance with paragraph 3.1 below (an "Agreement").
- .2 These General Terms apply exclusively in combination with an Agreement. Any general terms and conditions of the Customer shall only apply if they have been accepted by ES explicitly in writing.

2 Subject matter

- .1 ES offers professional development programmes, concepts as well as coaching services for Customers in Switzerland and abroad. ES focuses on integrative offers at the interface of management, technology and law. By entering into an Agreement, the Customer entrusts ES with the development or organisation, as the case may be, of a seminar, coaching programme or a concept.
- .2 The transfer of knowledge at seminars is accompanied by a coaching of the participants of a seminar (the "Participants") by ES, aiming not only to improve the learning effect but also the soft skills and personality development of the Participants.
- .3 In addition to coaching and seminars, concepts intend to address and to offer solutions to a specific basic problem of the Customer (for example the development of an educational concept for a Corporate Academy).
- .4 Transfer of knowledge and coaching are performed by the members of the faculty of the University of St. Gallen. If ES considers it to be necessary, it will also involve external lecturers.
- .5 An Agreement will define which services (concepts, coaching, seminars) will be performed by ES to a specific Customer.

3 Agreements

- .1 An Agreement shall only be binding if it is made by a written document, regulating the details regarding the services to be performed by ES.
- .2 Fax or e-mail shall be regarded as written documents.

4 Pricing

- .1 Unless explicitly stated otherwise in an Agreement, the flat sum defined in an Agreement (the "Price") shall be regarded as a net amount. Any taxes which may be or become due on such amounts according to Swiss or any foreign laws shall be payable in addition to the Price.
- .2 Unless explicitly agreed upon otherwise in an Agreement, the Price includes:
 - The costs for accommodation, food and travel expenses of lecturers;
 - Any learning material.

- .3 Unless explicitly agreed upon otherwise in an Agreement, the Price does not include:
- Costs for accommodation, food and travel expenses of the Customer or Participants;
 - costs for the renting of premises in which seminars or teaching shall be held as well as the use of any technical infrastructure;
 - costs arising in connection with leisure activities of Participants or social events.
- .4 Unless explicitly agreed upon otherwise in an Agreement, the Price shall be payable as follows:
- Seminars: - 50% within 20 days from the date of the Agreement;
- 50% until 20 days before start of the seminar.
 - Coaching: - 50% within 20 days from the date of the Agreement;
- 50% until 20 days prior to the rendering of the first coaching service by ES.
 - Concepts: - 50% within 20 days from the date of the Agreement;
- 50% within 20 days after the delivery of the final concept to the Customer.

Payments shall be made to the following bank account of ES:

Bank:	Credit Suisse, St. Gallen
Clearing:	4835
Acc. Number:	271305-81-3
IBAN	CH11 0483 5027 1305 8100 3
SWIFT/BIC	CRESCHZZ80A
To the account of:	University of St. Gallen, ES-HSG, 9000 St. Gallen

- .5 In case of termination of the Agreement by the Customer until 20 days before the start of a seminar or the rendering of the first coaching service, respectively, the Price shall be reduced by 50%. In case of any later termination by a Customer, the entire Price, plus any taxes in accordance with paragraph 4.1, shall be payable.

In case of a termination by the Customer of an Agreement regarding a concept, a minimum of 50% of the Price shall be payable. The Customer shall furthermore be obliged to compensate ES for any further services rendered, to the extent the costs thereof exceed the payment already received.

5 Coordination and responsibility

- .1 Both parties shall designate a specific person which shall be responsible for the coordination and the implementation of the services provided for in the Agreement (each a "Representative").
- .2 Both Representatives shall be entitled and authorised to make and receive all declarations and notices as may be required to ensure the implementation of the services provided for by the Agreement.
- .3 For specific questions, employees of ES or External Readers shall be authorised to directly address the Customer's Representative in order to discuss details regarding the organisation of a seminar, a coaching or the development of a concept.
- .4 On the side of ES, the overall responsibility for the planning and organisation of a seminar, the selection of lecturers and the actual implementation of the seminar, the development of a concept or the organisation and performance of a coaching programme remains with the Representative of ES.

6 Termination of an Agreement

- .1 In case of severe causes which make the continuation of a contractual relationship under an Agreement unacceptable for a party, such party shall be entitled to terminate the Agreement fol-

lowing a written notice.

- .2 In case of a termination of an Agreement by ES, ES will repay to the Customer any payments already received, unless the termination was made by ES due to a breach of the Agreement by the Customer. ES shall not be subject to any further obligations resulting from the termination of the Agreement. The financial consequences of a termination by a Customer are defined in p. 4.5 above.

7 Liability

- .1 ES shall be liable for a due and careful organisation, planning and implementation of a seminar or coaching in accordance with current management doctrine.
- .2 The liability of ES shall be limited to cases of gross negligence or wilful misconduct.
- .3 The services rendered by ES under this General Terms and/or an Agreement do not qualify as consultancy services. This applies for the organisation and accomplishment of seminars as well as for concepts and coaching programmes. Therefore, ES shall not be liable for any damages directly or indirectly resulting from the specific implementation in practice by Participants, the Customer or any of its employees of any content or knowledge transferred under or in connection with an Agreement.
- .4 The liability of ES shall in any event be limited to 50% of the Prices in accordance with paragraph 4.1.

8 Intellectual property

- .1 Copyrights for any documentation handed over to a Customer, its employees Participants (the "Copyrights") shall remain with ES, the respective lecturer or the University of St. Gallen, as the case may be.
- .2 The use of the Copyrights for internal purposes of the Customer shall be permitted. Any further use of the documentation shall require a separate agreement between the Customer and the respective owner of the Copyrights.
- .3 The Customer shall be responsible for the transfer of the obligations in accordance with paragraphs 8.1 and 8.2 above to its employees or the Participants, as the case may be.

9 Confidentiality and data protection

- .1 ES guarantees to keep confidential all confidential information and data regarding the Customer, Participants and the Customer's employees of which it becomes aware in connection with the rendering of services under an Agreement.
- .2 General findings resulting from the collaboration of the parties under an Agreement may be used freely by ES and the lecturers.
- .3 Address data of the Customer and its employees and Participants may be used by ES for purposes of providing information regarding future offers in the field of professional development.
- .4 Any further use of confidential information and personal data by ES shall require the prior written consent of the Customer.

10 Miscellaneous

- .1 If any provision of these General Terms or an Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair the validity or enforceability in that jurisdiction of any other provision of these General Terms or the Agreement and the illegal or invalid or unenforceable provision shall be interpreted as or replaced by another provision reflecting as closely as possible the original intention of the parties and the commercial purpose of the

respective provision.

- .2 ES is entitled to amend these General Terms at any time. Regarding an Agreement, the version of the General Terms applicable at the date of the Agreement shall apply.
- .3 These General Terms as well as each Agreement shall be subject to Swiss law. Any dispute arising out of or in connection with these General Term or an Agreement shall be subject to the exclusive jurisdiction of the ordinary courts in St. Gallen.

St. Gallen, 13 June 2008