

I. General Terms and Conditions for Services of Eigenland GmbH

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1. scope of regulation

Eigenland GmbH has developed a procedure under the name "eigenland" including a methodology and working material, the application of which at the customer is subject to the following provisions, which the customer expressly accepts by placing the order. Furthermore, the following provisions also apply to all other services provided by Eigenland GmbH. If the customer acquires a license with respect to the above-mentioned procedure for use in its own activities vis-à-vis third parties, the general license conditions formulated separately under Section II. shall apply. In addition, general law and statute shall apply in each case. General terms and conditions of business submitted by the customer shall not be deemed accepted even if Eigenland GmbH does not expressly object to them.

2. respect for the intellectual property of eigenland®

Irrespective of the scope or existence of statutory property rights vis-à-vis Eigenland GmbH, the customer acknowledges the exclusive rights to the analysis process designated eigenland®, in particular the methodology, didactics as well as the conception and design of the system equipment including the topic modules, and assures that he will not interfere with these rights without permission for use expressly granted by Eigenland GmbH. The customer agrees not to raise

any claims against Eigenland GmbH on the basis of any involvement of the customer in the creation of topic modules or other editing processes carried out by Eigenland GmbH. In particular, the following applies:

2.1. Trademark law

Eigenland GmbH reserves the exclusive right of exploitation to the eigenland® trademark. In particular, the customer is not entitled to transfer rights of use to third parties, to grant sublicensee or to use parts of the theoretical or practical training content for his own training or further education. The right to train eigenland® users as well as to use any parts of the system equipment of the analysis process is only entitled to Eigenland GmbH.

2.2. Konzept

he customer is in no case entitled to pass on the concept theoretical principles to third parties or to apply the learned contents under a name other than those mentioned above. In particular, the concept - including parts thereof - may not be used for purposes other than those expressly agreed.

2.3. Materials and content

Eigenland GmbH reserves all rights to the materials, including the content embodied therein. No part of these materials may be reproduced without written permission granted by Eigenland GmbH and, in particular, may not be made available to third parties. This also applies to the time after participation in the events. All materials provided by Eigenland GmbH, in particular images and teaching content, are solely for the agreed use by the customer; they are the property of Eigenland GmbH and are made available to the customer for use for the duration of the agreed performance period.

3. Scope of services

- 3.1. The nature and scope of the services to be provided by Eigenland GmbH and the remuneration to be paid by the customer shall be deemed to be conclusively regulated in the respective order correspondence.
- 3.2. Changes to the service and task described in the offer, which result from new findings during the performance of the service or from new requirements or wishes on the part of the Client, shall be taken into account by agreement. If services rendered have not been specified in advance, they shall nevertheless be subject to remuneration, in case of doubt in corresponding application of the agreed remuneration regulation. Any additional services rendered shall be invoiced separately.
- 3.3. In principle, the general statutory regulations of the law on service contracts apply to the services rendered by Eigenland GmbH. Provisions of contracts for work and services shall only apply if this is expressly agreed in connection with the specification of the services to be rendered.

4. Confidentiality & Data Protection

Insofar as Eigenland GmbH obtains knowledge of information or trade secrets of the customer within the scope of the contractual services, Eigenland GmbH will observe the provisions of data protection law as well as confidentiality for any trade secrets.

5. Warranty

eigenland® is based on development work carried out to the best of our knowledge and belief as well as the utilization of over 20 years of consulting experience. Nevertheless, due to the complexity of eigenland® alone as well as the dependence on the cooperation of the customer or the application participants belonging to the customer, no guarantee can be given for the ideal or economic

success. The general statutory warranty provisions apply to the general functionality of the technical devices within the system equipment.

6. Final provisions

Changes and additions to these general terms and conditions must be made in writing to be effective. The contract concluded hereunder and its execution shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from and on the basis of this contract as well as the place of performance is the principal place of business of Eigenland GmbH. If an English version of this contract is drawn up, the German language version shall always take precedence in the event of any doubt as to the interpretation of the contractual provisions.

II. General Terms and Conditions for Services of Eigenland GmbH as Licensor

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Preamble

Eigenland GmbH has developed a procedure including a methodology and working material which the Licensee wishes to use for itself and/or its consulting work. For this purpose, the parties agree on the following:

1. System equipment

Depending on the number of licenses ordered, the Licensee shall receive one or more sets of system equipment from Eigenland GmbH, hereinafter referred to as the Licensor. Unless otherwise agreed in detail, the system equipment shall comprise hardware and software components listed in the respective offer of the Licensor. The following provisions and, in addition, the general statutory provisions shall apply to the provision of this system equipment and the granting of corresponding rights of use. The system case as well as the hardware components contained therein shall be provided by the Licensor to the Licensee on loan for the term of the License and shall remain the property of the Licensor. They shall be returned to the Licensor without request after expiry of the license.

Granting of rights

2.1 Respect for the intellectual property of eigenland®

Irrespective of the scope or existence of statutory property rights, the Licensee acknowledges vis-à-vis the Licensor the exclusive rights to the analysis process designated eigenland®, in particular to the methodology, didactics and conception and design of the system equipment, including the analysis topics, and assures that it will not interfere with these rights without permission to use expressly granted by the Licensor.

The Licensee agrees not to raise any claims against the Licensor due to any involvement of the Licensee in the creation of analysis topics or other editing processes carried out by the Licensor. Licensee shall ensure appropriate respect for the intellectual property of Eigenland® by employees, affiliates or other clients who are advised by it with the help of Eigenland®. In particular, the following shall apply:

2.1.1. Trademark law

The licensor reserves the exclusive right to exploit the eigenland® trademark. In particular, the Licensee is not entitled to transfer rights of use to third parties, to grant sublicensee or to use parts of the theoretical or practical training content for its own training or further education. The right to train eigenland® users as well as to use any parts of the system equipment outside of the training for user certification as well as the analysis process is only entitled to the Licensor.

2.1.2. Concept

The licensee is in no case entitled to pass on the concept theoretical principles, which are taught within the user certification, to third parties or to apply the learned contents under another name than eigenland®. In particular, the concept – including parts thereof – may not be used for purposes other than those expressly agreed.

2.1.3. Materials and contents

The Licensor reserves all rights to the Materials, including the content embodied therein. No part of these materials may be reproduced and, in

particular, may not be made available to third parties without written permission granted by the Licensor. This also applies to the time after participation in the events. All materials provided by the Licensor, in particular images and teaching content, are solely for the agreed use by the Licensee; they are the property of the Licensor and are made available to the Licensee for use for the duration of the granting of rights.

2.2. License

The Licensor grants the Licensee non-exclusive rights of use, hereinafter also referred to as the License, to the extent described in more detail below.

2.2.1. Duration

The license shall be valid for 1 year from the date of conclusion of the contract and receipt by the Licensor of full payment of the license fee in accordance with Section II. 5.

2.2.2. Territory

The license is valid locally for the area of German-speaking countries.

2.2.3. Use within the Group

In agreement with the licensor, the license is transferable to companies in which the licensee holds a direct majority interest. In doing so, the Licensee shall ensure that the affiliated company undertakes to respect the intellectual property rights to Eigenland® in accordance with Section II. 2.1.

2.2.4. Scope of license

The license agreement refers to a system case and includes the following scope:- Unlimited applications- System equipment (hardware and software)- Project management- Service hotline- Regular updates An "application" here means the creation of one analysis process each. For the production and software setup or customization of the respective analysis process, the following provisions regarding item II. 4. shall apply.

2.3. Use licensee portal

The licensee receives from the licensor a personalized access to the licensee portal on mein.eigenland.de for the transmission of the individual theses of an analysis topic of the licensee to the licensor for the production of the thesis slices.

2.3.1. Access data

The licensee guarantees that he will not pass on his access data to third parties and that he will keep it protected from access by third parties.

2.3.2. Content

The Licensor warrants that it does not claim any rights of use or exploitation to the Licensee's content uploaded to the Portal. The Licensee must have the necessary rights for all content that the Licensee posts or makes accessible within the scope of the Licensor's services. The Licensee itself is responsible for the accuracy of its content.

2.3.3. Release of Theme Modules

In the portal, the Licensee shall bindingly release its theme modules for the processing specified here and in Section II. 2.3.4. The Licensor shall ensure that the released theme modules are available in the Licensee's eigenland® iPad app.

2.3.4. Order of topic modules

By approving a topic module in the portal, the licensee sends a binding order for the production of a set of theses depending on the request for the topic module. The theses set for the first topic module is part of the system equipment. For each additional ordered Thesenset, a corresponding fee is payable to the Licensor.

2.3.5. Exchange of Topic Modules and Thesensets with Other eigenland® Customers

If the Licensor creates an opportunity to exchange topic modules and Thesensets with other eigenland® customers, which it is not obliged to do, the following shall apply: When uploading its content, the Licensee may bindingly declare that this content may also be used by other eigenland®

customers. This third-party use shall then only be subject to the restrictions determined by the Licensor in each case. Based on the aforementioned binding declaration, the Licensee shall in turn be entitled to use third-party content within the aforementioned restrictions.

2.4. Design of the application and implementation of eigenland®

For the advertising and implementation of consulting services with the help of eigenland® or the application of eigenland® in its own company, the Licensee undertakes to observe the following in all external presentations, in particular websites, social media and press relations:

2.4.1. Content

The application of eigenland® must be carried out in accordance with the system equipment and user certification.

2.4.2. Texts

Only the original eigenland® information in accordance with the system equipment and user certification may be used for advertising or external presentation of its eigenland® application. Only such information, images and texts may be used, published and/or made available to third parties as have been made available or approved by the Licensor. The Licensee shall regularly check the adopted contents and update them if necessary. Accepted content must be provided with a visible source reference and a link to the respective website of the Licensor for eigenland®.

2.5. Exercise of the license only after user certification

The exercise of the license granted is subject to the condition that the persons employed in each case to perform the applications acquire user certification in accordance with the provisions set forth in Section II. 3. below.

3. User certification

The Licensee shall inform the Licensor of the persons it employs to carry out the applications.

3.1. Care for certification and respect for intellectual property

The Licensee undertakes to ensure that the person designated by it participates in the user certification under the following conditions. The Licensee shall also ensure that the user to be certified undertakes to respect the intellectual property of eigenland® in accordance with Clause II. 2.1.

3.2. Certification, duration, renewal

After passing the examination, the trained user is a certified eigenland® user. In the examination, the trained user has demonstrated a certain scope of knowledge regarding eigenland® obtained in the training. Depending on the agreement - which is to be regulated separately - this can be, for example, the scope of knowledge of an eigenland® consultant or an eigenland® facilitator. The certification is valid until a voluntary quality improvement measure (update) is offered by the licensor for quality assurance purposes.

4. Customization and support

The production and software setup of the respective theme module as well as respective adaptations are carried out exclusively by the licensor.

5. Remuneration

The remuneration to be paid by the Licensee in each case for the Licensor's services regulated in Sections II. 1.-4. as well as the remuneration to be paid for the optional individual equipment services shall be recorded in a corresponding offer or agreement.

6. Duty of care, confidentiality and data protection

The Licensee shall bear the sole duty of care in the performance of the applications. In addition, the Licensee shall ensure that the data protection

provisions are complied with for information received from the clients advised with the help of eigenland® and that any trade secrets of its clients are treated confidentially. Insofar as the Licensor obtains knowledge of such information or trade secrets of the Licensee's clients itself within the scope of the contractual services, the Licensor shall likewise observe the provisions of data protection law as well as confidentiality for any trade secrets. Confidentiality shall also be expressly maintained by the Licensor for the thesis programs which the Licensor administers for the Licensee, unless the Licensee makes a declaration regarding possible third-party use within the meaning of Section II. 2.3.5.

7. Final provisions

7.1. Warranty

eigenland® is based on the development work carried out to the best of our knowledge and belief as well as the utilization of over 20 years of consulting practice. Nevertheless, due to the complexity of eigenland® alone as well as the dependence on the cooperation of the licensee, the respective application participants and interaction with the respective certified user, no warranty for the ideal or economic success can be assumed. The general statutory warranty provisions apply to the general functionality of the technical devices within the system equipment. No warranty is assumed for the economic usability as well as the legal existence of legal or registered property rights including the trademark "eigenland®". The Licensee's obligation to respect intellectual property pursuant to Section II. 2.1. shall remain unaffected.

7.2. Subsidiary agreements, choice of law, place of performance, place of jurisdiction and language version

Changes and additions to these general terms and conditions must be made in writing to be effective. The contract concluded hereunder and its execution shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising out of or in connection with this Agreement and the place of performance shall be the principal place of business of the Licensor. If an English version of this Agreement is drawn up, the German language version

shall always take precedence in the event of any doubt as to the interpretation of the contractual provisions.

III. general terms and conditions for eigenland® certification

1. Certification

1. Only those who have received express written confirmation of this from Eigenland-GmbH are considered to be certified.
2. Certification as an eigenland® user is only valid for the certified person in each case and is not transferable.

2. Legal consequence of certification

- 2.1. A certified eigenland® consultant has in principle the right to independently carry out and moderate a corresponding eigenland® application.
- 2.2. No license is included in the certification. The powers mentioned above in section III. 2.1. thus require that a corresponding valid license is available for the respective application.
- 2.3. An eigenland® facilitator may only use the eigenland® license in cooperation with a certified eigenland® consultant.

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Wir stellen innovative Plattformen und Produkte bereit, die Teams und Organisationen befähigen, ihre Transformation mit Freude und Leichtigkeit erfolgreich zu gestalten – Starke Community, wirksame Tools und inspirierender Wissenstransfer für bessere Entscheidungen.

Eigenland® GmbH · Gantepoth 1 · 45721 Haltern am See · +49 2364 5052 940 · hallo@eigenland.de · www.eigenland.de