

## **General Terms and Conditions**

For orders between Patrizia Servidio hereinafter also referred contractor, abbreviated CN, and the client, abbreviated CL below. These general terms and conditions apply to each order. The CL agrees with the acceptance of the order by returning the order documents to read these general terms and conditions, and to accept them. If there is no objection from the CL, the conditions are considered as accepted. The terms and conditions are valid, even if the client has not read these contractual terms. The acceptance is valid with the return of the contract documents.

### **[1] IN GENERAL**

These conditions are an integral part of each contract and are always to be recorded in writing. The validity of other conditions of the CL are hereby expressly rejected. Additional oral agreements or oral assurances that go beyond the contents of the written contract, are not valid. This fact also applies to cooperation partners who work with us.

### **[2] OBJECT OF THE CONTRACT**

As part of the activities of the CN following services are offered:

- 1) Trainings / seminars / workshops for personal development
- 2) Trainings / seminars / workshops on team building and team development
- 3) Consulting
- 4) Concept Development
- 5) Coaching services for various topics.

All services are performed to the best of knowledge and belief in the various subject areas, some in cooperation with an existing network of competent partners. The activities the CN performs for the CL in detail, are listed separately in any order.

### **[3] CONCLUSION OF CONTRACT**

The contract between the CN and the CL is concluded only when it was completed in writing. Oral or telephone contracts and assurances are just pending as long as no confirmation is available in written form.

### **[4 ] CANCELLATION OF THE CONTRACT**

Regarding services 1. and 2. (trainings/ seminars / workshops ) the following cancellation conditions apply:

A cancellation up to 8 weeks prior to the date: no cancellation fee will be charged

A cancellation until 4 weeks before the date: a cancellation fee of 25% of the training fee will be charged.

A cancellation up to 2 weeks prior to the date: a cancellation fee of 50 % of the training fee will be charged.

In case of cancellation less than two weeks before the date or no show, the full training fee will be charged.

However, there is always the opportunity to make a free name change (substitute participant) or to attend to the workshop at a later date (paid cancellation fees will be deducted from the seminar fee).

For services . 3 , 4 and 5 from § 2, the CL may cancel the contract within a period of 7 days after the order confirmation by written notice. If the CN has already delivered any services within this period, the CL has to pay these services never the less.

### **[5] FILED DOCUMENTS**

Documents submitted by the CL that are necessary for the order will be treated confidentially and sent back upon request after completion of the contract.

### **[6] COPYRIGHT AND PERFORMANCE PATENT RIGHTS**

By placing an order the CL confirms to have all required copyrights, service protection and other rights that is relevant for the documentation supplied by him. The same applies for products, services and the like, offered by the CL, as well as on the Internet and other media. Neither CN nor any network partners can be claimed, if it turns out that the CL has not the relevant copy- and performance patent rights. The concepts elaborated by the CN are property of the CN and may not be disclosed to any third party without the express approval. The concepts and all media products also remain in full ownership by the CN until full payment.

### **[7 ] PERIOD OF SETTLEMENT / ORDER FULFILLMENT**

Contracts are settled in the order as they come in within a specified period. The deadline is negotiated separately for each order with the CL. If the CL is responsible for the delay of the proper and trouble-free processing of his order, neither CN nor cooperation partners can be claimed for this purpose .

The CN assures the CL to provide all services ordered on his behalf to the best of its knowledge and belief , as well as properly.

However, the CN can not guarantee that the performance goal is met. This is subject to the individual conditions of every client.

Services that are not directly carried out by the CN are at the sole responsibility of the person carrying it out. For failure by a foreign supplier regarding scheduled deadlines, the CN may also not be held liable for.

### **[8] PAYMENTS**

Depending on the contract the fee or part of the fee is due at various times during the order fulfillment. Invoices are to be paid immediately and without any deductions. If the CL is in default of payment, the CN can enter the ordinary debt collection way. Furthermore in such a case the CN has the right to withhold the delivery until the final payment. All created concepts and media products remain property of the CN until full payment.

### **[9] REQUIREMENTS FOR PARTICIPATION**

The consultations, coaching and trainings offered by the CN include knowledge transfer, personal processes and self-development in varying depth, but is not a substitute for psychological, psychiatric or medical therapy. For the physical and psychological-specific suitability to participate the CL itself is responsible. Any liability of the CN for damage of any kind due to missing requirements or as result of a non-observance of instructions, is expressly excluded to the extent permitted by law. The CL has at all times the full responsibility for himself and his well-being.

### **[10] LIABILITY**

The CN shall only be liable in case of being negligently in default, non-performance or poor performance with intent or gross negligence. Liability for gross negligence is limited to the customary and typically amount in such cases.

### **[11] WARRANTY EXCLUSION**

The CN does not give any guarantee of success. The CN always acts in best knowledge and belief and operates in accordance with applicable guidelines and actual techniques.

The CN thus can not be held responsible for any lack of success or resonance.

### **[12] Anti-Sect-Guarantee**

The services of the CN are based on sound, experienced and recognized methods and scientific foundations - not on ideology and sect cult. Therefore, the CN is not in any connection with organizations such as Scientology and the like, and rejects any cooperation with this or similar organizations or related companies. The CN declares that its services are not based on a method of L. Ron Hubbard or any associated method.

### **[13] SIDE AGREEMENTS AND WRITTEN FORM**

Changes and / or additions to this agreement, including any ancillary agreements and including amendments to these clauses must be in written form.

### **[14] INTERNA / PRIVACY**

The data of the CL will be saved at the CN under the Data Protection Act. Any transfer to a third party is not permitted. Both parties, as well as parties involved in the contract agree not to disclose any internal details to third parties.

### **[15] JURISDICTION**

By singling out certain contractual points, or replace any such, the other points remain unaffected, and don't lose their legal force, either individually or in total. The place of performance and exclusive place of jurisdiction for both parties is Fürstentfeldbruck/Germany and the relevant courts. The contract is subject to the laws of the Federal Republic of Germany.



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