

Information and Terms and Conditions for the Certificate Workshop "LINC PERSONALITY PROFILER (LPP)"

- Course Content** Internalization of the theoretical basics
- Application of the PERSONALITY PROFILER tools in self-testing and with other course participants
 - Exercises on how to use the tools in training or coaching
 - Exercises and feedback methods specially tailored to the tools
 - Getting to know the various fields of application of the PERSONALITY PROFILER
- Lecturer** The certificate seminar is conducted by the managing directors of LINC GmbH personally, by qualified employees of LINC GmbH or by certified PERSONALITY PROFILER master trainers with extensive experience regarding the tools and contents taught
- Organizer** The certificate seminars are hosted by LINC GmbH
- Duration** The duration of the certificate seminar is two full seminar days (8 time hours each incl. breaks)
- Fee** The fee for the seminar and all other services included in the certificate is exclusive of VAT.
- Requirements** Age at least 18 years, completed vocational training, completed studies or studying, good German language skills
- Participants** Max. 35 participants
- Service** After successful participation in the seminar, you will receive your certificate.
- Upon obtaining the certificate, you are entitled to use all PERSONALITY PROFILER tools, to use the word and picture mark "LINC PERSONALITY PROFILER" for advertising purposes and to use the title "Certified PERSONALITY PROFILER Coach/Trainer".
- You will receive free access to extensive additional materials (exercises, presentations, etc.).
- In addition, you will be included in the PERSONALITY PROFILER trainer pool and will be given priority in passing on training and coaching requests that reach us via companies or authorities.

General Terms and Conditions for Events

1. Scope of Application

- (1) These General Terms and Conditions apply to the implementation of all courses, certificate courses, workshops, seminars, training courses, events and teaching contracts booked by consumers or entrepreneurs (hereinafter also referred to as: participants) - hereinafter referred to as "event" - of the

LINC GmbH
Grapengiesserstr. 16
21335 Lüneburg
- (2) Our offers are directed at consumers and entrepreneurs. A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity, including members of the liberal professions, who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity (§ 14 BGB).
- (3) These General Terms and Conditions shall also apply to future business relations with entrepreneurs without our having to refer to them again. The validity of the contracting party's general terms and conditions of business or purchase is hereby rejected; they shall not become part of the contract even if we do not expressly reject them again.

2. Registration

- (1) The announcement of events is non-binding, i.e. it does not constitute a legally binding offer.
- (2) By signing the registration form, you as a participant accept these General Terms and Conditions.
- (3) By registering for an event, you submit a binding offer to participate. The registration is binding as soon as it is confirmed by us in writing (including confirmation by electronic means). Registrations will be considered by us in the order in which they are received.
- (4) There is no right to participate in events with a limited number of participants.
- (5) The language available for the conclusion of the contract is German, unless otherwise stated.

3. Participation Requirements

- (1) Our events are open to any interested party who possesses the qualifications required for the degrees sought, to the extent that such qualifications are required in the event's description of services.
- (2) For the training you should have completed the 18th year of life and have a completed vocational training or a completed university degree
- (3) Insofar as admission requirements exist, we as the organizer are not obliged, but are entitled, to check whether the participant fulfills the necessary admission requirements. For this purpose, the participant shall submit the necessary documents upon request. If we do not exercise our right to check the admission requirements, the participant

is obliged to pay the course fees even if the admission requirements are not met.

4. Implementation

- (1) The event will be held in accordance with the published program content, the applicable statutory provisions and the recognized rules of technology.
- (2) As the organizer, we reserve the right to change speakers and/or to relocate or change the program, provided that this does not fundamentally change the objective of the event. There is no entitlement to the event being held by a specific speaker or at a specific venue, even if the event is expressly announced with specific speakers or for a specific venue.
- (3) Changes in content that alter the course objective are permissible if they are made with the consent or at the request of the bodies responsible for recognizing the degrees sought.
- (4) A reasonable shortening of the duration of an appointment by us as organizer is possible.

5. Obligations of the Participant

As a participant, you undertake to observe the house rules in force at the place of instruction, to follow the instructions of the instructors and training staff as well as those of our agents and vicarious agents, to regularly attend the classroom events of the contractual event and to refrain from doing anything that could conflict with the proper execution of the event.

6. Certificate / Right of use

- (1) After participating in the workshop to acquire the qualification as LPP trainer, you as a participant will receive a certificate personally issued to you, which certifies your qualification as "LPP Coach / Trainer".
- (2) We as the organizer are the owner of the rights to use the trademark "LINC PERSONALITY PROFILER". We grant you, as a certified graduate, the non-exclusive and non-transferable right to offer, advertise and use the trademark "LINC PERSONALITY PROFILER" for an unlimited period of time in the territory of the Federal Republic of Germany in the unmodified form supplied by us for the purposes of advertising under the trademark "LINC PERSONALITY PROFILER", to use it on business papers and to mark it with the trademark in the contractual services.
- (3) We reserve the right to change the content and scope as well as the number of LPP tools, especially if this is necessary or advantageous for the analyses aimed at.
- (4) We reserve the right to permanently or temporarily prohibit or revoke the right to use the LPP online tools and/or the degree title "LPP Trainer" if reasons in the person or behavior of the participant or graduate are likely to endanger in particular the reputation, content and/or value of the brand "LINC PERSONALITY PROFILER". This shall apply in particular in the event of the use or application of the trademark by natural or legal persons whose public reputation, business, political or ideological activities (e.g. Scientology) are capable of significantly damaging the reputation, standing or business interests of the organizer or the holder of the right of use; this shall include in particular right-

wing or left-wing extremist parties, associations, legal persons or organizations and persons closely associated with them and/or anti-constitutional organizations and members of these organizations. The same shall apply if the manner in which the trademark is used threatens to similarly endanger the integrity of the trademark or the interests of the organizer or the holders of the rights of use.

7. Copyrights

The documents, software and other media provided to the participant for course purposes are protected by copyright. The reproduction, transfer or other use of the materials provided - even in part - is only permitted with the express written consent of the organizer.

8. Date Cancellation / Repayment of Participation Fees / Exclusion of Refund / Compensation Claims

We reserve the right to cancel announced or commenced events due to insufficient numbers of participants or illness of teaching staff as well as other disruptions in business operations for which we are not responsible. Participation fees already paid will be refunded in such a case. The participant has no further claims for reimbursement and/or compensation, in particular no travel or accommodation costs will be reimbursed. Likewise, compensation for wasted time is excluded.

9. Withdrawal / Cancellation / Cancellation fees

- (1) **Deadline**
At any time, but no later than 3 days before the start of the event, registrations can be canceled.
- (2) **Form**
The cancellation declaration must be in text form. We ask for your understanding that we do not accept cancellations by telephone: an e-mail is sufficient.
- (3) **Reduced payment obligation**
We charge a handling fee of 150,- EUR plus the currently valid VAT, currently 19 %, for a cancellation.
- (4) **As a special service, we offer you a free rebooking to another event offered by us with the same fee. This rebooking option cannot be used repeatedly for the event to which the rebooking was made. The rebooking must be made no later than 3 days before the start of the originally booked event. Furthermore, participants have the option to send a paying substitute participant to the event. The substitute participant must pay the full event price.**
- (5) **If the participant does not cancel in time, does not name a paying substitute participant or does not make use of our rebooking option, we must insist on payment of the full event price.**
- (6) **The participant has the right to prove that the organizer has suffered no or only minor damage as a result of the cancellation.**
- (7) **The statutory right to extraordinary termination for good cause shall remain unaffected.**
- (8) **Good cause for termination without notice by the organizer shall include, but not be limited to, persistent or serious disruption of the event by the participant, improper, e.g. insulting, behavior towards instructors, other participants, our employees or representatives, repeated**

unexcused absence from the event, and the apparent lack of ability to follow the content taught in the event.

- (9) **Any termination must be made in writing, in the case of extraordinary termination for cause, stating the reason for termination. Absence from classes shall not be considered as termination in any case.**
- (10) **The participant's notice of termination must be given to the organizer's organizational department, which confirmed the participant's registration. Employees of the organizer, especially teachers, are not authorized to accept notices of termination.**

10. Terms of payment / Remuneration

- (1) **All prices stated are net prices and do not include the statutory value added tax.**
- (2) **The participation fee is due immediately upon receipt of the invoice without any deductions. Payment shall be made to our account stated in the invoice, stating the invoice number and the customer number.**
- (3) **In the event of default, interest shall be charged on overdue invoice amounts at the statutory default interest rate pursuant to § 288 BGB.**
- (4) **The participant may only offset claims that have been legally established or are undisputed by us. The participant is only entitled to exercise a right of retention insofar as his claim is based on the same contractual relationship.**

For further information:

Dr. Ronald Franke
04131/04131 2270700
franke@linc-institute.de

11. Place of Performance / Jurisdiction

The place of performance is the event location communicated to the participant in writing. The place of jurisdiction for all legal disputes arising from the booking vis-à-vis merchants and legal entities under public law or special assets under public law is Lüneburg. For all other cases, in particular with regard to consumers, the statutory places of jurisdiction shall apply without restriction.

12. Right of Withdrawal

Only consumers are entitled to the following right of withdrawal:

Cancellation Policy

Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must send us

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Phone: 04131 2270700
e-mail: info@linc-institute.de

by means of a clear declaration (e.g., a letter sent by mail, fax or e-mail) about your decision to revoke this contract.

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of the Revocation

If you withdraw from this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract, compared to the total scope of the services provided for in the contract.