

General Terms and Conditions of Business of MHFA Ersthelfer

These General Terms and Conditions of Business are acknowledged by the customer / principal by accepting the offer.

1. Subject of the contract

- (1) The principal commissions ZI/MHFA to hold one or more event(s) from its range of programmes. ZI/MHFA Ersthelfer shall make technical knowledge and experience available for the event(s).
- (2) ZI/MHFA shall provide the event(s) in the period agreed upon with the acceptance of the contract. Classroom courses will be held at premises provided by principal. Online courses will be held using the tool "Zoom" provided by ZI/MHFA.
- (3) ZI/MHFA shall provide the necessary event materials for the principal's participants during the events. Duplication of the event materials or disclosure of the same to third parties who are not event participants is not permitted. The event materials may not be copied or made available in electronic form. The events may not be filmed or otherwise recorded. ZI/MHFA shall be free to perform its work as it wishes, taking into account the agreed content of the event(s) and its/their schedule. ZI/MHFA shall not be subject to the principal's instructions.
- (4) In the event that the person conducting the event is incapacitated ZI/MHFA shall notify the principal to that effect and endeavour to arrange a substitute.

2. Cancellation of events/cancellation fees/catching up on missed parts of the course

- (1) ZI/MHFA may cancel or postpone the above-mentioned events with less than one week's notice in the case of events of force majeure, such as epidemics, pandemics or natural disasters or due to governmental orders, for example, coronavirus regulations, general orders or instructions issued by the health authority.
- (2) The principal may cancel the event free of charge up to 4 weeks before the start of the course. Later than 4 weeks before the beginning of the event, 30% of the agreed fee shall be payable as cancellation costs. Later than 1 week before the beginning of the event, 50% of the agreed fee shall be payable as cancellation costs. The principal has to cancel the event at the latest 2 working days before the beginning of the event, otherwise the full amount of the agreed fee will be charged.
- (3) The event under paragraph (1) or paragraph (2) must be cancelled in writing or by fax.

Only for "MHFA Ersthelfer-Kurse":

- (4) Participants who miss one or several parts of the course will be notified by email. The email will contain a link that enables participants to book the missed part of the course in an alternative course that is held in the same format within 6 months. If the same principal offers several courses in different languages (German/English), one/multiple missed part(s) of a course can also be completed in a different language. The participant will be shown all the options that are available at that time.
- (5) As a rule, one catch-up place will be made available for catch-up participants in each part of every course.
- (6) A catch-up fee of €20.00 (incl. VAT) is normally due for each missed part of the course if the participant attends a public course. Catch-up shall be free of charge if the participant attends another course provided by the same principal. As a gesture of good will, each principal will receive 2 vouchers per course for catch-up in a public course.

- (7) Individual invoices will always be issued for catch-ups that are subject to a fee. It is not possible to issue collective invoices/company invoices.

3. Fee

- (1) The principal undertakes to pay ZI/MHFA the agreed fee (plus VAT, where applicable) for the services provided on the basis of this agreement. The invoice amount shall include the basic fee for the event materials and other services.
- (2) The fee shall be payable against an invoice within 30 days from the receipt of the invoice into the specified account of ZI/MHFA.
- (3) Any cancellation costs shall be invoiced, as provided for in section 2 paragraph 2.

4. VAT

It is stated in the offer whether the fee agreed for the event(s) is exempt from VAT or if statutory VAT on the amount of the fee is payable by the principal.

In the case of fees subject to VAT, the VAT will be specified in accordance with Article 14 par. 4 of the German VAT Act (*Umsatzsteuergesetz*).

5. Confidentiality

- (1) The principal and the contractor shall maintain confidentiality with regard to the information and matters they become aware of in the course of the cooperation as well as with regard to the cooperation itself and shall treat such information and matters as confidential, unless they are merely facts or circumstances corresponding to the general state of the art or are otherwise well-known facts. The non-disclosure obligation encompasses the amount of ZI/MHFA's fee. The above obligations shall continue to exist even after the provision of the contractual services has been completed. All personal data of the event participants must be handled in accordance with the General Data Protection Regulation (GDPR). The contractual parties shall subject any employees or third parties who receive such information or documents for the purpose of performing work in connection with this contract to a similar non-disclosure obligation.
- (2) The non-disclosure obligation shall continue to be effective for 5 years from the end of the term of this contract.
- (3) Subject to written agreements to the contrary, the principal shall refrain from any independent publication of the information encompassed by the subject of this contract.

6. Event materials, course platform, copyrights and self-promotion

- (1) ZI/MHFA shall provide all event materials required for the organisational framework at the agreed date, and no later than the beginning of the event (the second scheduled date of the event in the case of online courses). This includes, in particular, manuals and workbooks for each participant. The participants must register on the course platform. ZI/MHFA shall maintain lists of participants on the MHFA course platform. The participants are given the opportunity to provide feedback on the course once the course has been completed. Once they have passed the online examination the participants will be awarded MHFA Ersthelfer certificates.
- (2) The principal shall provide the event materials it has received from ZI/MHFA only to the employees/participants in the relevant event. ZI/MHFA reserves the right to be named as the author.
- (3) All event materials are subject to the copyright of MHFA International and MHFA Ersthelfer.

- (4) The event materials must not be reproduced (copied) in any way whatsoever without ZI/MHFA's permission. Courses may not be filmed or otherwise recorded by the principal or the course participants.
- (5) ZI/MHFA is permitted – upon request and subject to written approval of the principal – to include the principal's logo as a partner logo on the MHFA website or to use as a testimonial the company name in presentations or advertising materials about the MHFA Ersthelfer programme. This shall take place however without any visual emphasis or link to the principal's website.

7. Liability

- (1) ZI/MHFA is liable within its respective area of responsibility, as well as for all actions by its employees, particularly the person conducting the events. The principal shall indemnify ZI/MHFA against all claims for compensation for losses of course participants that stem from participation in the event. Liability for wilful misconduct or gross negligence or stemming from loss of life or injury to the body or health remains unaffected.
- (2) ZI/MHFA shall only be liable for any errors in the lesson/course materials it last provided.

8. Applicable law and place of jurisdiction

- (1) This contractual relationship and any claims that arise from it are exclusively subject to German law.
- (2) The place of jurisdiction is Mannheim.

9. Final provisions

Any amendments or additions to this contract must be in writing to be effective. This also applies to any waiver of the requirement of written form. Should individual provisions of this contract be or become ineffective, the effectiveness of the other provisions hereof shall not be affected. The parties shall replace any ineffective provisions with effective ones that come closest to the originally intended purpose.