

Privatschule Schloss Crassenstein

General Terms and Conditions School & Boarding Contract

I. Parties to the Contract and the contractual term

I. The parties to the Contract are:

a) the parents or guardians of the pupil (hereinafter referred to as the **“legal guardians”**),.....

b) the German corporation “Privatschule Schloss Crassenstein GmbH, Ergänzungsschule in accordance with § 116 Abs.2 Satz 1 SchulG., represented by at least two members of the School Management (hereinafter referred to as the **“School”**); the School Management is composed of the Managing Director and the Principal,

c) and the pupil, should he/she be of full age (hereinafter referred to as the **“pupil”**).

II. The School and Boarding Contract shall be concluded for a term of one school year. The Contract shall be extended for one year, if it has not been terminated at three months’ notice to take effect on July 31st of a given year.

a) The Contract shall automatically terminate at the end of the school year (31.07. of the year) in which the pupil is admitted to the Graduation examination IB Diploma or “Feststellungsprüfung”; this shall also apply if the pupil fails to pass the Graduation Examination.

b) The school year commences – regardless of the respective holiday-periods – on September 15th September and expires on July 31st of the following year. It shall be divided into two half-years:

15.09. to 31.01. (1st school half-year)

01.02. to 31.07. (2nd school half-year).

Unless otherwise agreed, no services shall be rendered by the School, except the Boarding School, during the holiday periods stipulated by the School. The monthly School and Boarding fees however, shall nevertheless still be owed for these periods, as a calculated annual amount is involved that is evenly distributed over the twelve months into twelve equal portions.

For the pupils passing their Graduation Examination, who have passed their oral Graduation Examination, the services rendered by the School shall cease on the end of the school year. However, the School and Boarding fees shall be owed up until the end of the 2nd school half-year (31.07.).

c. If the pupil requires a student visa for studying in Germany the Party B will provide supporting documents for the visa application with the German authorities. However, this

Privatschule Schloss Crassenstein

contract becomes effective only when the student visa has been approved by the German authorities.

II. Probationary period

1. The first three months of attendance during the first contractual year shall be regarded as a probationary period. The School or a staff member authorized by the School may extend the probationary period by a further three months without stating any reasons. The legal guardians and the pupil, if over 18, shall be informed of the decision in writing.

2. The Contract may be terminated at two weeks 'notice by either party at any time during the probationary period, without stating any reasons. This shall also be applicable if the probationary period has been extended. The School and Boarding fees shall then only be owed for the period up until termination of the probationary period.

3. Should the contractual relationship be terminated and resumed at a later date (cf. IV. No. 3. b), a new probationary period shall not necessarily be required.

III. Suspension – threat of expulsion

1. In the event of a pupil's misconduct, the School or a staff member authorized by the School shall be entitled to suspend the pupil from the School and/or Boarding School for up to four weeks and/or threaten to expel the pupil from the School.

2. A case of misconduct shall be given if the pupil breaches the valid version of the School and House Rules of his/her School level to a considerable extent and/or repeatedly disobeys the instructions of the School staff. This shall apply particularly for breaches of the prohibition to consume intoxicants and addictive drugs, for breaches against alcohol and nicotine restrictions.

3. Referring to III/1 & 2 the Principal has the right to decide, in consultation with the Board of Management, on the suspension and/or the threat of expulsion from the School.

4. The legal guardians and the pupil, if over 18, shall be informed in writing by the School or by a staff member authorized by the School of the suspension and/or threat of expulsion from the School.

5. A suspension shall also be permissible in the case of a contagious disease. The decision on this shall be taken by the School or a staff member authorized by the School in close consultation and agreement with the School's medical doctor and/or the health authorities.

IV. Notice of Termination of the Contract

1. Form

a) The School and Boarding Contract shall only be terminated in writing.

Privatschule Schloss Crassenstein

b) Notice of termination on the part of the School shall immediately have effect upon the receipt thereof by one of the legal guardians, or by the pupil, if over 18, who has additionally acceded to the Contract.

c) A partial notice of termination of the School and Boarding Contract shall not be possible.

2. Effectiveness

Upon receiving notice of termination of the contractual relationship without notice, the School shall no longer be obligated to accommodate the pupil at the Boarding School and/or give the pupil schooling.

The pupil shall lose the right to enter the School and the Boarding School.

Upon receiving notice of termination with notice, the same applies at the end of the respective school half-year in which the contractual relationship ends.

3. Termination with notice

a) A termination of the School and Boarding Contract shall be possible at three months' notice, respectively, with effect at the end of a school half-year or the end of a school year. The notice of termination with effect at the end of the first school half-year (30th/31st January) is to have been received accordingly by the School by 31st of October, at the latest. The termination at the end of the second school-half-year, i.e. at the end of the school year (31st July), has to be received accordingly by the School by 30th April, at the latest.

b) Termination with notice on an agreed date shall also apply if the pupil leaves the School for a given period for an internship abroad that has not been organized by the School. This shall also be applicable if resuming the contractual relationship after the period of the stay abroad will have been finished. In this case, however, a renewed admission fee shall not be owed upon re-entering the School.

c) Should a pupil fail to successfully complete the school year and should it not be possible officially to repeat the class, the contractual relationship shall end with effect on July 31st, without a separate notice of termination being required. Even if it is possible to repeat the class, the contractual parties may nevertheless terminate the contractual relationship; the notice of termination may be given without stating any reasons, within seven days after handing out the annual school report, with effect on July 31st, if the legal guardians - and also the pupil, if he/she is over 18, and has acceded to the Contract - have been informed by the School in writing at least four weeks prior to the handing out of the annual school report, that the pupil will possibly not pass the school year.

Privatschule Schloss Crassenstein

4. Termination without prior notice

a) The School and Boarding Contract may be terminated without prior notice by the School at any time on important grounds, if the School can no longer be expected to continue the Contract. As a rule, an important reason shall always be deemed as founded if

aa) the due School and Boarding fees of at least one monthly amount have been dunned twice in writing without success,

ab) after effected suspension and/or after effected threat of expulsion from the School in accordance with Article III., another case of a pupil's misconduct is given, which in turn justifies a suspension and/or a threat of expulsion from the School in accordance with Article III.,

ac) the pupil upon reaching full age during the term of the Contract, refuses to declare his adhesion to the School and Boarding Contract in accordance with No. X.,

ad) the legal guardians, owing to their behavior towards the School or the persons employed there, express that they cannot support the learning and educational concept of the School, this thereby rendering a constructive cooperation difficult or making it impossible.

b) In the case of particularly severe breaches, a suspension and/or threat of expulsion from the School shall not be required beforehand. A particularly severe breach shall be given particularly if

ba) the pupil threatens to use, or uses violence against others,

bb) the pupil behaves in a particularly disrespectful, irresponsible and insulting manner towards a fellow pupil or staff member of the School, which shall also include the non-observance of a (physical/sexual) distance, which would be sufficient to humiliate the fellow pupil or staff member in his/her personal dignity, but especially also the publication and/or passing on of such information; the same shall be applicable for behavior that is sufficient to damage the School's reputation in the public, and for which reason the continuation of the contractual relationship cannot be expected,

bc) a pupil is highly suspected or having committed a crime, and the School cannot therefore be expected to continue the Contract,

bd) the pupil has breached the drugs regulation signed at the time of concluding the Contract,

be) the pupil poses a danger for himself/herself or other persons for health reasons,

Privatschule Schloss Crassenstein

bf) at the time of admission, the legal guardians or the pupil, if over 18, have/has kept silent about essential facts relevant to staying at a Boarding School, or have/has presented these wrongly.

Prior to giving notice of termination, the pupil and in addition, if the pupil is under 18, at least one of the legal guardians shall be heard by at least one member of the School Management. The hearing may also take place over the telephone.

The termination without notice shall be decided by the School. The pupil and his/her legal guardians shall be notified in writing of the expulsion from the School.

5. Compensation

Should the Contract be terminated by the School without notice, or by the legal guardians/the pupil without giving notice in due time, the obligation to pay shall not lapse until the end of the respective school half-year for which the termination with notice could have been given at the earliest, unless the School can be blamed for negligence of culpable conduct. The obligation to pay shall be reduced if, and provided that the School place thus becoming vacant, can be verifiably filled again.

V. Services rendered by the School

The School shall render the following services for internal students:

1. Schooling (by following the educational curriculum of the IBO in Geneva, Switzerland),
2. Boarding School education in accordance with the principles of Privatschule Schloss Crassenstein,
3. Board and accommodation,
4. Regular cleaning of the bedding and towels,
5. Health care and medical care (for minor illnesses, in the sickrooms at the School),
6. The first medical examination by the School's medical doctor upon the pupil's admission at the School,
7. The first two counselling talks in the case of intervention by a School psychologist,
8. Sport activities (within the scope of the possibilities at the Boarding School),
9. Handicraft lessons voluntary, depending on the possibilities available,
10. Participation in the musical and literary groups (choir, orchestra, theatre groups, etc.) and in other workgroups, according to the respective offer,

Privatschule Schloss Crassenstein

11. Insurances in accordance with XII. No. 3,

12. Language examination fees if the School has stipulated participation in the examination as a compulsory part of the schooling.

VI. School and Boarding fees and other costs

1. The School and Boarding fees shall cover the services listed in Article V. as rendered by the School. The School and Boarding fees shall be invoiced annually by the School prior to the start of every school year.

2. Special services and additional costs listed in No. VII, shall be invoiced separately and listed in the quarterly status report.

3. The amount of the School and Boarding fees shall be stipulated each year by the School Management. The amount shall be stipulated in each case at the beginning of a new school year for the following school year. The legal guardians shall be notified thereof, at the latest, one month prior to the last possibility for terminating the Contract with notice, in order to give them the possibility of terminating the contractual relationship with effect at the end of the school year.

4. Any voluntary excess payment shall be used by the scholarship fund of the School exclusively for enabling other legal guardians with inadequate financial means to send their children to Schloss Crassenstein. For these excess payments an all-inclusive donation receipt shall automatically be issued at the end of a calendar year, respectively.

5. The School and Boarding fees shall be paid yearly in advance.

If siblings attend the School at the same time, parents receive a 10% discount for all siblings. An admission fee is payable upon signing the School and Boarding contract. The same applies to the security deposit that will be reimbursed at expiry/termination of the contract.

The additional costs shall be due eight days after invoicing and sending the invoice to the legal guardians.

6. For overdue payments received, interest shall be charged on arrears of 5% above the respective basic interest rate of the European Central Bank.

7. The **admission fee** of the respectively stipulated amount shall be due eight days after signing the School and Boarding Contract.

8. With the first invoice for the School and Boarding fees a non-interest bearing advance payment for additional costs and security shall be due. This shall serve for pre-financing costs paid in advance or temporarily financed by the School in accordance with No. VII. -

Privatschule Schloss Crassenstein

which shall be debited from the respective parents' accounts - and for securing the debts arising from No. VI. The amount shall not be paid back until after the pupil has left the School and until after the account has been settled, insofar as it shall not serve for setting off a balance of debit. Setting off or netting with the advance payment for additional costs and security shall not be permissible on the part of the legal guardians or the pupil during the term of the Contract. The School may pay back the advance payment for additional costs and security to discharge debts to any of the contractual parties, unless a specific account and a specific authorized person is named in the notice of termination.

VII. Additional costs

The following additional costs shall be invoiced separately insofar as these services have been provided for and are invoiced by the School, i.e. the School has made advance payments for services that the pupil has benefited from:

1. Costs for medical care and treatment, for medication, etc., and for hospitalization. Should payments be made to the School by a health and accident insurance, these shall be credited to the parents,
2. Costs for looking after and cleaning personal washing and clothing, should the pupils (after purchasing special laundry tickets) do not wash and dry their washing at the Boarding School,
3. Costs for special-need teaching and extra tuition,
4. Costs for music lessons (for a musical instrument) and individual or group singing lessons and for private music lessons,
5. Costs for teaching special types of sport and for coaching beyond the normal Boarding School offer (e.g. golf and horse-back riding),
6. Costs for the materials used for handicraft lessons (guilds and creative activities),
7. Costs for school books and reading matter, unless provided under the principle of the free supply of educational aid to pupils,
8. Pocket money to the respective amount specified by the School,
9. Telephone calls,

Privatschule Schloss Crassenstein

10. Travel expenses,
11. Costs for excursions over several days, study trips, skiing and dancing lessons,
12. Cost for competitive sports, outings to the theatre and concerts, one-day school and skiing outings,
13. Costs for official documents that may have to be applied for (visa, etc.),
14. Costs for examinations held by other organizations (e.g. SAT), insofar as the School has not stipulated that it is compulsory to take them (see V. No. 12),
15. Costs for school uniform.

With respect to all the services (except for No. 14), the legal guardians may declare that they do not wish this to be advanced by the School, but that they will cover additional bills by themselves. For the services under 3., 4., 5. and 11. the School is moreover obliged to ask the legal guardians for their written consent.

For services under 1., 3., 4., and 5. a contractual relationship immediately arises between the service provider and the legal guardians. Therefore, the fee shall not be owed to the School. The legal guardians may however grant their consent to the payments being settled with the respective service provider through the School. The legal guardians or the pupil, if over 18, shall be obliged whatever the case, to pay the School any additional costs that have been prepaid by the School. Any warranty claims, claims in tort and claims regarding compensation for damages shall be asserted in this respect by the legal guardians or the pupil, if over 18, directly to the service provider - particularly as regards the services stated under 1., 3., 4. and 5.

To enable assertion by the legal guardians or the pupil, if over 18, the School shall - if necessary - transfer its claims concerning these matters to them. In the event of non-transfer, the School undertakes to fulfil legitimate claims with the service providers internally.

VIII. School and House Rules

Upon signing the School and Boarding Contract, the School and House Rules for the respective School level shall be recognized explicitly in their respective version. This shall apply particularly for the prohibition to consume intoxicants and addictive drugs, for alcohol and nicotine restrictions and for the regulation on keeping and/or driving motor vehicles of all kinds.

IX. Authorization to commit to medical care

Privatschule Schloss Crassenstein

1. The School shall be authorized to commit the pupil to medical care. Should a pupil become seriously ill, or has to be taken to hospital, the School undertakes to inform the legal guardians immediately.
2. The costs for medical or dental treatment or hospitalization shall be settled directly between the doctor or health institution and the pupil or legal guardians. The legal guardians may however grant their consent to the payments being settled with the respective service provider by the School or from the parents account.
3. Upon concluding the Contract, the legal guardians shall be obliged to inform the School of any illnesses and allergies of the pupil that may influence School activities. The School shall not be obliged to take over additional costs incurred due to a course of treatment or special care.
4. In the case of contagious diseases that are stated in the German Law on the Protection against Infection (Infektionsschutzgesetz), the legal guardians shall ensure that the pupil does not enter the School, or that he/she leaves the School at the request of the Head of the respective School level and the School Doctor and/or the health authorities until his/her recovery. Evidence of recovery shall be provided by a medical certificate.

X. Legal age

1. If a pupil has already attained full age at the time of concluding the Contract, he/she shall also recognize the obligations contained in the Contract as being fully binding for himself/herself due to signing the Contract. Should he/she attain full age during the term of the Contract, his/her accession to the Contract shall be effected in a separate declaration. Should the pupil refuse, the School shall be authorized to terminate the Contract without notice.
2. Otherwise, the agreements in this Contract shall retain their unrestricted legal validity, also after attaining legal age. **Legal guardians** and **pupils** shall become joint and several contractual parties.
3. Pupils who have attained full age may give notice to terminate the Contract also with effect for their legal guardians, in the same way as a notice of termination on the part of the School towards a pupil of full age shall be effective for all the contractual parties.
4. The School shall also remain authorized to notify the legal guardians of circumstances directly affecting the contractual relationship after the pupil has attained full age. This shall particularly include notification of the pupil not going up to the next class, and any misconduct by the pupil.

Privatschule Schloss Crassenstein

XI. Declarations by and for other legal guardians

1. On signing this Contract, several legal guardians shall mutually authorize each other to submit declarations of intent within the scope of this Contract. Written documentation and notifications given by the School to one of the legal guardians shall be recognized by other legal guardians as also having been received by them.

2. The School shall be authorized to recognize a declaration of intent of one of the legal guardians only if all the legal guardians submit this declaration of intent in writing.

XII. Insurances

1. Health insurance

The legal guardians shall provide the School with written evidence of having taken out private or statutory health insurance cover, by naming the insurance company and the insurance number. The school can assist in this matter.

For pupils from abroad, a confirmation in German or English by the respective health insurance shall additionally be presented, together with the confirmation that the confirmed insurance also covers medical services in Germany. Should a confirmation of this kind fail to be presented at least fourteen days prior to commencing their schooling, the School shall be entitled to insure the pupil at the expense of the legal guardians.

The School shall be entitled at any time to being given evidence in writing of the health insurance having been taken out.

1. Personal Liability insurance

The legal guardians shall be obliged to take out a personal liability insurance with respect to their relationship with the School. Written evidence of the insurance coverage shall be given fourteen days prior to commencing schooling.

The School will provide the following insurances at costs for the pupils:

2. Accident insurance

The insurance protection shall cover all the accidents in which the pupils are involved during their stay at the Boarding School. This shall also include all accidents occurring during travel to and from the School at the beginning or end of a school period, during events held outside the Boarding School and also personal accidents during their free time and holidays. The insurer shall grant the pupils insurance cover with the following benefits, unless the accident falls under the statutory accident insurance:

Disability benefit with progression 225% EUR 100,000

Full disability EUR 350,000

Privatschule Schloss Crassenstein

Benefit payable at death EUR 10,000

Rescue costs EUR 50,000

Costs for cosmetic surgery EUR 50,000

Accidents for which there is statutory accident insurance cover shall not be covered by the insurance.

This shall not apply for benefit in the event of death. Should statutory accident insurance cover exist, and should the injured person therefore not receive any pension, due to the reduction in earning capacity failing to amount to at least 20%, the additional insurance shall pay a capital allowance in the case of a reduction in the earning capacity of up to 100,000.

This capital allowance shall be assessed in accordance with No. 2.1 AUB 2010 (General Accident Insurance Conditions).

The School will provide the following insurance:

1. Fire insurance and burglary insurance

The private property of the pupil shall be insured against fire and burglary (excluding cash, jewelry, etc.) up to an amount of EUR 5,000 per pupil. Petty theft shall not be insured.

Bicycles shall only be insured up to an amount of EUR 1,000 if they have been registered at the School and were locked at the time of the theft. During the holidays and after the pupil has left the School, a pupil's property shall only be insured, if it has been properly marked and has been delivered in trust with a receipt; however, this period shall not exceed eight weeks.

XIII. Liability for damages

1. In the case of negligent violation of essential contractual obligations, the liability of the School shall be restricted to typical, reasonably predictable damage.
2. The legal guardians shall also be jointly and severally liable for damages that the pupil has caused. This shall apply particularly in the case of damage to inventory, School property, and movables or immovable that the School has hired.
3. The legal guardians shall be liable for the loss of keys and transponders that their children have been given by the School and have lost.

XIV. Data protection clause

The legal guardians or the pupil of full age herewith agree to the School collecting, processing and using the pupil's personal data for School and Boarding School purposes, for looking after the pupils entrusted to its care, for market research and opinion polling, and for its own advertising and marketing campaigns.

Privatschule Schloss Crassenstein

XV. Final clauses

1. The place of jurisdiction and place of performance shall be Wadersloh, Germany.
2. German law shall be applicable exclusively.
3. Should a provision in this Contract be ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The contractual parties undertake to replace the ineffective provision by an effective provision coming closest to the intended meaning thereof. Side-agreements and amendments shall require the written form. Verbal agreements shall be deemed as not having been made.

Privatschule Schloss Crassenstein GmbH

Legal Guardian/Pupil

Signed by

Signed by

Date:

Date: