

APPLICATION

Please send your application to:

EBS Universität für Wirtschaft und Recht gGmbH
EBS Executive School
Hauptstraße 31
65375 Oestrich-Winkel
Germany

falko.paetzold@ebs.edu
violetta.sulzbach@ebs.edu
Fax +49 611 7102 10 2010

I APPLY FOR THE PROGRAM WEALTH MANAGEMENT FOR WEALTH OWNERS

Intake

Start Date

Title, Last Name, First Name

Date of Birth, Place/Country of Birth

CONTACT DATES

PRIVATE

Address

ZIP Code, City

State/Country

Phone

Fax

Mobile

E-Mail

BUSINESS

Company

Function

Department

Address

ZIP Code, City

State/Country

Phone

Fax

Mobile

E-Mail

PREFERRED ADDRESS

Mail

Private Business

E-Mail

Private Business

EDUCATION

Higher Education

Name/City/Country	Area	Degree	Date of Completion
_____	_____	_____	_____

Business

Training Other

**BUSINESS
EXPERIENCE**

_____ Years

TUITION PAID BY

Company Personal (Please provide information due to insurance regulations)

DECLARATION

I hereby confirm the correctness of my application for admission. I have read and understood the terms and conditions as well as the tuition fees and terms of payment of EBS Universität für Wirtschaft und Recht gGmbH and accept them as part of the contract.

Place, Date

Signature Applicant

In case the
tuition is paid by
the company:

Company Stamp

Signature Company

GENERAL TERMS AND CONDITIONS.

1 Subject matter of the contract

1.1 These General Terms and Conditions govern the contractual relationship between EBS Universität für Wirtschaft und Recht gGmbH (hereinafter referred to as „EBS“) and the student or seminar participant (hereinafter referred to as „Participant“) for participation in a seminar, study programme or certificate programme of EBS Executive School of EBS (hereinafter referred to as „Study Programme“). The contractual services and the participation requirements are set out in the study brochure of the respective study programme in the version valid at the time of conclusion of the contract.

1.2 The contractual partners are EBS and the participant admitted to the study programme. In this case, the participant and his/her employer are contractual partners of EBS and are jointly and severally liable for the participant's obligations under the contract.

2 Application

2.1 The offer of the study programme by EBS is always made without obligation.

2.2 The application for admission to the study programme must be submitted by the applicant in text form. The application for admission must be accompanied by the complete documents listed below:

- a. Curriculum vitae with details of the applicant's education and professional career to date,
- b. a current photograph (in digital form),
- c. Justification of the application for admission to the program,
- d. a signed and dated declaration by the applicant stating that he/she is aware of the „Terms and Conditions“ and the „Tuition Fees and Payment Conditions“ and that he/she accepts them as part of the contract. In the event that the applicant is to be enrolled by his/her employer, the declaration must also be submitted by the employer.

3 Admission

The academic management of the study program decides at its own discretion on the admission of the applicant to the study program in case of fulfillment of the admission criteria. In case of a required recognition of comparable qualifications, the admission to the study program is based on a non-appealable decision of the admission committee. There is no legal claim to admission. The contractual relationship comes into effect when EBS sends a written confirmation of admission to the applicant. The documents mentioned in section 2.2 d. become part of the contract. Together with the confirmation of admission, the admitted participant will receive the first invoice for fees and, if applicable, an overview of further payment dates.

4 Terms of payment, default

4.1 Invoices from EBS will be sent to the participant either by e-mail or by post, taking into account the address data provided by the participant during registration. Upon express request, the participant will always receive a paper invoice.

4.2 Invoices in accordance with Section 4.1 are due for payment immediately upon receipt without deduction.

4.3 Remuneration shall be owed in full, in particular also for periods in which the participant does not participate in the course of study in full, in part, permanently or only temporarily, if the participant does not achieve the educational objective (e.g. due to failure to pass examinations) or if third-party grants expected by the participant for the educational expenses do not materialize.

4.4 The remuneration can only be reduced if there is an obstacle to performance for which EBS is responsible and the services not rendered cannot be made up for within a reasonable period of time. In this case, the participant shall be entitled to prove that EBS has saved costs; the remuneration shall then be reduced in the amount of the share of the saved costs attributable to the participant.

4.5 Offsetting by the participant with counterclaims other than those that are undisputed or have been legally established as final and absolute as well as the exercise of rights to refuse performance and rights of retention for disputed and not legally established reasons are excluded.

4.6 In the event of default in payment, EBS shall be entitled to charge default interest in the amount of 5% p.a. above the base interest rate applicable at the time, notwithstanding its right of termination pursuant to Section 5.5.

5 Withdrawal rights, cancellation of contract, changes

5.1 EBS shall be entitled to withdraw from the contract up to 14 days before the start of the study programme if an insufficient number of participants has registered for the study programme up to 21 days before the start of the study programme. An insufficient number of participants is deemed to be less than 15 persons; however, EBS is free in individual cases to carry out the course with a smaller number of registered participants. If the participant has already paid a fee to EBS, this will be reimbursed in the amount paid. Further claims of the participant are excluded. The right of withdrawal according to clause 6 remains unaffected.

5.2 Withdrawal on the part of the participant is only possible up to the first day of the event. In the event of withdrawal, a lump-sum compensation of 50% of the total fee shall be charged if no qualified replacement participant can be found. If EBS succeeds in filling the vacant study place with another qualified applicant, the lump-sum compensation is reduced to 25% of the total remuneration. The lump-sum compensation also includes the lost profit of EBS. Any tuition fees already paid in addition to this will be reimbursed. The participant shall be entitled to prove that EBS has suffered no damage or significantly less damage. Further claims of the participant are excluded.

5.3 The ordinary termination of the contract is excluded. This shall also apply in the event that the participant is not granted, or is granted late, the residence titles (residence permit or settlement permit, if applicable also as a visa) that may be required for a stay at the event location from the responsible government agencies.

5.4 The right to extraordinary termination of the contract for good cause without notice shall remain unaffected. In particular, EBS may terminate the contract for good cause if the participant has culpably provided false information in the application procedure, culpably disrupts the course of study through his/her behavior, or is in default with the payment of the remuneration despite setting a reasonable grace period for payment and threatening termination in the event that the grace period expires unsuccessfully, and if EBS therefore cannot reasonably be expected to continue the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both contracting parties.

5.5 If EBS was caused to terminate the contract extraordinarily due to the participant's conduct in breach of the contract, EBS shall retain its full claim to payment of the remuneration; the reimbursement of fees already paid shall be excluded.

5.6 The choice of methods and techniques used shall be at the discretion of EBS. EBS reserves the right to make minor changes to the content and duration of the course. They do not entitle the participant to terminate the contract. If speakers have to cancel their participation, EBS will make every effort to reschedule the event or find a suitable replacement speaker. In the event that essential course content is cancelled, the tuition fee will be reduced proportionately. Any further liability of EBS is excluded.

5.7 EBS is responsible for choosing the time and place of the program. EBS reserves the right to change the announced start date of the program or to change the location of the program if this becomes necessary for organizational reasons. The participant may withdraw from the contract within one week of receipt of the notification of change and demand reimbursement of the remuneration already paid, insofar as participation under the new conditions is unreasonable for him/her. Further claims of the participant are excluded. A postponement of the start time by less than two hours or a change of location within the Rhine-Main region shall not entitle the participant to withdraw from or terminate the contract.

5.8 Withdrawal and extraordinary termination must be in text form to be effective

6 Cancellation policy

Notwithstanding the right to withdraw from the contract or to terminate the contract without notice in accordance with section 5, the participant – if he is a consumer and not a business person – still has the following right of withdrawal:

CANCELLATION POLICY

Right of revocation

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us, EBS Universität für Wirtschaft und Recht gGmbH – EBS Executive School, Hauptstr. 31, 65375 Oestrich-Winkel, Germany, Tel. +49 611 7102 2680, Fax +49 611 7102 10 2685, E-Mail: info.es@ebs.edu by means of a clear declaration (e.g. letter sent by postal service, fax or e-mail) of your decision to revoke this contract. You can use the enclosed sample cancellation form for this purpose, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the favorable standard delivery offered by us) without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of 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 service should 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.

SAMPLE CANCELLATION FORM

(If you wish to revoke the contract, please complete and return this form.)

- To EBS Universität für Wirtschaft und Recht gGmbH – EBS Executive School, Hauptstr. 31, 65375 Oestrich-Winkel, Germany, Tel. +49 611 7102 2680, Fax +49 611 7102 10 2685, E-Mail: info.es@ebs.edu:
- I/we (*) hereby revoke the contract concluded by me/us (*) for participation in the following course of study:
- Ordered on (*) / received on (*):
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only in case of paper communication).
- Date:

(*) Delete where not applicable

7 Copyrights, rights of use

7.1 All rights, including those of translation, reprinting and reproduction of the training documents - also as electronic documents (e.g. in PDF format) – and learning programs or parts thereof shall be reserved by EBS. No part of the documents may be reproduced – not even reproduced, processed, modified or otherwise used for public reproduction – even in part – without the written consent of EBS, distributed or otherwise used for public reproduction without the written permission of EBS. Any duplication of the materials by the participant for learning purposes within the framework of the study programme remains unaffected by the aforementioned prohibition.

7.2 Software protected by copyright and trademark law may be used in the course of study. This software may not be copied or processed in any other machine-readable form and may not be removed from the seminar room. In order to protect the systems of EBS, software and files brought along by the participants themselves may only be used on the training computers with the express approval of EBS. EBS reserves the right to claim damages in the event of infringement.

8 Liability

8.1 EBS shall be liable in full for damage caused intentionally or by gross negligence. In the case of simple negligence, EBS shall only be liable in the event of a breach of such a contractual obligation that the achievement of the purpose of the contract is jeopardized. In this case, EBS is liable to the participants only for compensation of the damage that was typical and foreseeable. Should EBS be obliged to compensate for futile expenses, the above shall apply accordingly.

8.2 Notwithstanding the foregoing, EBS shall be liable for damages resulting from injury to life, body or health due to an intentional or negligent breach of duty to the full amount.

8.3 EBS shall not be liable for loss, damage or destruction of the participant's property in connection with the implementation of the study programme, unless this is due to intentional or grossly negligent conduct on the part of EBS.

8.4 EBS shall not be liable for damage caused by force majeure, riots, war and natural events as well as other incidents for which EBS is not responsible (e.g. strikes, lockouts, traffic disruptions, orders of domestic and foreign governmental authorities) or for technical disruptions, e.g. of the EDP system, which are not culpably caused. Force majeure shall also include computer viruses or intentional attacks on EDP systems by „hackers“, provided that appropriate protective measures have been taken against such events.

8.5 Insofar as the liability of EBS is excluded or limited, this shall also apply to its employees, representatives and vicarious agents.

9 Data protection

The participant is hereby informed that EBS collects and processes personal data. The details are set out in the data protection information of EBS for participants in the currently valid version (<https://www.ebs.edu/en/privacy>).

10 Applicable law and place of jurisdiction

10.1 The contract shall be governed by the law of the Federal Republic of Germany applicable to domestic parties.

10.2 The place of jurisdiction for all disputes arising from the contractual relationship shall be Wiesbaden, Germany, if the contracting party against whom legal action is to be brought relocates its domicile or habitual residence outside the area of application of the German Code of Civil Procedure (Zivilprozessordnung) after conclusion of the contract or if its domicile or habitual residence is unknown at the time the action is brought. Furthermore, Wiesbaden shall be the place of jurisdiction if the contractual partner of EBS is a merchant or a commercial company.

11 Written form and continuation of the contract

11.1 The parties undertake to make amendments and additions to the terms of the contract in text form.

11.2 Should individual provisions of this contract be or become invalid or should the contract contain a loophole, this shall not affect the validity of the remainder of the contract. The parties undertake already now to replace the invalid provision or to fill the gap with a valid provision which comes as close as possible to the economic purpose of the overall agreement.

11.3 The European Commission provides a platform for online dispute resolution (OS), which can be found here: <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of their disputes.