

## General Terms and Conditions for Certification Exams

Status: October 2007

### 1. Participants

Partners and clients whose staff have the corresponding training or qualifications and have participated in the training courses offered can be registered for the certification exam.

### 2. Examination Requirements

#### 2.1.

The requirements for the respective exam will be stipulated and published by K&P. These can be modified at any time without prior notice.

#### 2.2.

The exam method, style and duration will be stipulated and published by K&P. These can be modified at any time without prior notice.

#### 2.3.

The exams and thus also the certificates are version dependent for each individual component. This means that the certification is attained for a specific version and is also only valid for this version (including the previous versions). K&P can extend the validity of a certification to another version if the version in question for the component does not contain any significant enhancements.

#### 2.4.

K&P reserves the right to also limit the validity period for a version dependent certification. In all cases the certification loses its validity when the service agreement for the version terminates.

#### 2.5.

K&P will stipulate the versions and periods for which the respective exams will be offered.

#### 2.6.

If for a new version K&P offers a so-called "Delta Test" to upgrade the existing certificate to the next version, then proof of the respective certificate for the previous version is required to be able to participate in this "Delta Test". Certification on the basis of older versions means that participation in the "Delta Test" is only possible with the explicit consent of K&P. K&P reserves the right in the case of the "Delta Tests" to renew the 'target version' as well as to again fully review the contents of the exams based on this.

#### 2.7.

Participation in the certification program makes it necessary for K&P and associated companies to store and process person-specific data within the framework of the applicable data privacy laws. Before the start of the exam each participant must agree in writing to this otherwise it will not be possible for him/her to take the exam.

### 3. Exam Regulations

#### 3.1.

The exam participants have to identify themselves to the supervisor by showing a valid, official identification pass with a photo. Then his/her personal exam material or where applicable his/her personal access password for the exam software will be handed out.

#### 3.2.

The exam attendee must work on the exam on his/her own and independently.

#### 3.3.

No additional aids in whatever form are allowed. Exception: participants who take the exam in a language other than their mother-tongue can use a dictionary. This may not have any notes in it and must be shown to and permitted for use by the supervisor before the exam.

#### 3.4.

The use of incorrect information from the dictionary or the documentation is to the detriment of the participant and cannot form a basis for a claim against the exam scores.

#### 3.5.

The time available for the participant to complete the exam is limited. It cannot be put on hold or be extended.

#### 3.6.

Instructions received from the supervisor should be followed.

#### 3.7.

The examination questions are protected by copyright. They may not, even partially, be copied or reproduced in other forms or passed on to a third party in any form.

#### 3.8.

Interference of the exam process or breaching the entry conditions will lead to immediate expulsion from the examination.

### 4. Results Analysis and Relaying the Results

#### 4.1.

The examination evaluation will be done according to the K&P stipulated regulations without any consideration of the respective person.

#### 4.2.

The participants will be informed of the results in writing only and this will have the form "Passed" or "Failed".

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### 4.3.

Participants who have passed the examination will receive a certificate with a unique number. The certificate carries the participant's name as well as that of the employer.

### 4.4.

Participants who have failed the examination will receive, where possible, general information on the evident knowledge gaps. Objections against examination score results have to be raised by the person concerned within the two month limit, directly after the release of the examination results. After this period, K&P is no longer obliged to verify any objections received and is authorized to destroy the respective examination documents.

### 4.5.

K&P will store the examination scores in a database in order to ascertain the certifications already achieved by a participant plus additional examinations s/he is permitted to take. Furthermore, K&P should have the option to send targeted information to the certified participant or, where applicable, enable the participant to obtain special information.

## 5. Subsequent Modification or Reissue of Certificates

### 5.1.

If a certificate has been lost then K&P will issue a replacement on demand.

### 5.2.

All modifications are to be sent in writing to K&P (address modifications, name changes, new employers, etc.). Official documents or confirmation of the new employer should, if applicable, be attached.

### 5.3.

A processing fee can be charged for the administration effort invested in modification and reissuing of certificates.

## 6. Regulations for Retaking Failed Examinations

### 6.1.

Participants who have failed an examination can retake the same examination.

### 6.2.

A candidate can retake the same exam for the same version at the most three times. Thereafter, s/he can only retake on the basis of the next version.

### 6.3.

In the case of a retake there is no right to retake the examination on the same version as the previous exam. If necessary, the exam must be retaken on a new version.

### 6.4.

Each retake is subject to a fee.

## 7. Examination Fees / Formalities

### 7.1.

Attending an exam to become a certified consultant is subject to a fee.

### 7.2.

The examination fee covers the exam, the score analysis and where applicable the certification document.

## 8. Infringements against the Examination Policy

### 8.1.

Serious infringements against the examination policy will lead to the person concerned being divested of all certificates attained as well as debarment for all further certification processes. In such cases, certification documents are to immediately handed back to K&P.

### 8.2.

In the case of minor infringements the examination will be evaluated as "Failed". A retake, in accordance with the retake regulations, is permitted.

### 8.3.

Breach of copyright and or other malfeasances against K&P outside of the certification program will be treated as being of the same category as serious infringements against the examination policy.

### 8.4.

The decision on how to assign the infringements to the named groups will be made in accordance with one's best judgment, by K&P. The party concerned is to be informed in writing of the decision together with the reason for the decision.

## 9. Applicable law and place of jurisdiction

Only these terms and conditions are applicable, Modifications or addenda are invalid even if K&P does not explicitly contradict them.

Only German law is applicable. For all disputes between the contractual parties in Germany, the place of jurisdiction is Berlin.

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