Terms of reference for Green Banking online courses

(attachment to application form)

Please check the box <u>"I agree" under the online application form to consent to these terms of</u> reference.

Green Banking is a scholarship programme with limited places to assist its online trainings. The Green Banking programme was commissioned by the German Federal Ministry for Economic Affairs and Climate Action (BMWK) within the German International Climate Initiative (IKI). Therefore, RENAC ought to ensure the attendance of participants and accordingly, it requires all candidates to confirm the following statements.

I herewith agree that

Selection of participants:

- RENAC undertakes to provide the highest amount of places as possible in the programme. However, RENAC is endowed with the power to define the applicable eligibility criteria for participation in such programme and thereupon, there is no legal entitlement to participation.
- Provided that the amount of eligible candidates is higher than that of the number of scholarships available, RENAC will create a wait list incorporating those candidates who were eligible but yet not admitted. In the event of any place becoming available in the days following the decision on admissibility, RENAC shall inform participants on the said list of such a circumstance and offer them the possibility to attend the course.
- The waiting list shall reflect the order of merit in which RENAC will contact participants to offer them the places that become available according to the previous paragraph. Such order of merit shall be tailored according to RENAC's discretion.

Online course fees:

- RENAC will inform applicants via email as soon as possible if they have been selected for a scholarship for the online course.
- If a participant fails to log in and access the course materials within two weeks of the training start date, and does not respond to a reminder email, RENAC reserves the right to withdraw the scholarship and offer the place to another candidate.
- Conversely, selected participants should inform RENAC that they will make use of the scholarship, and online course fees shall be financed by the Green Banking programme.

Deactivation of account / cancellation:

In the event that participants are awarded a scholarship for the Green Banking online course, they formally agree to attend the said course and perform all related academic activities. These include, but are not limited to, reading the course materials, completing exercises and tests, attending virtual classrooms, and taking the required examinations.

- Should participants fail to attend the course or to comply with their responsibilities towards it, RENAC will send a reminder via email. RENAC is entitled to deactivate participants' accounts. If, within two weeks of receiving such a reminder, they do not attend the online training. Additionally, participants will have to pay 400 € for their non-attendance, despite having been granted a scholarship.
- In the event that an upcoming and sudden illness requires a participant to cancel their scholarship, participants will have to inform RENAC immediately via email (greenbanking@renac.de) and enclose a medical certificate or any other valid written confirmation stating the reasons for their inability to participate in the online course. In this case, they will not be required to pay the costs for the respective course.

Liability and Force Majeure:

- RENAC shall only be liable to pay compensation -regardless of the legal grounds and irrespective of whether the damage is direct or indirect- if the damage was caused by wilful intent or gross negligence on RENAC's part, or that its vicarious agent, in cases of culpable damages to life, body or health, or where RENAC has maliciously concealed a defect.
- RENAC shall, nevertheless, not be liable for any of the aforementioned damages so long as they
 resulted from an upcoming, unforeseeable and unavoidable event beyond its control and not
 attributable to RENAC.
- Likewise, RENAC shall not be held responsible for any damages arising from a substantial change in the prevailing circumstances at the time of acceptance of these terms of reference that may affect the completion of the seminars.

Intellectual Property and RENAC Material:

All intellectual property used and distributed during the programme remains the exclusive property of RENAC. Participants are not entitled to reproduce, copy, alter, distribute or sell any of said materials and any other intellectual property that they have obtained as a result of their participation in the seminar, as these remain the property of RENAC.

Forum and Governing Law:

The programme is governed by German Law. The designated forum for legal disputes shall be the Institution of Arbitration (DIS) in Berlin, Germany.

Accuracy of information

By submitting their application, applicants confirm that all information provided in the application form is accurate and truthful to the best of their knowledge.