CORPORATE TRAINING MASTER SERVICES AGREEMENT

One World Corporate

Version 1.1

This Corporate Training Master Services Agreement ("Agreement") is entered into between the operator of "One World Corporate" — a marketing name under which One World Classroom, a sole proprietorship registered in Cottbus, Germany and operated by Kasun Paththamperuma, offers corporate training services (referred to in this Agreement as "OWC", "we", "us", or "our") — and the client company identified in the applicable Order Form ("Client", "you", or "your"). "One World Corporate" is a trading/marketing name only and does not constitute a separate legal entity from One World Classroom. This Agreement takes effect on the date of the later signature by the parties ("Effective Date") and sets out the general terms governing all corporate training programmes delivered by OWC to Client. Specific programmes, participants, schedules, fees, and related commercial terms are set out in individual Order Forms executed under this Agreement. This Agreement applies regardless of the Client's country of incorporation, and OWC accepts corporate clients from any country, including Germany.

1. PARTIES & DEFINITIONS

1.1 The Parties.

This Agreement is between One World Classroom ("OWC", "we", "us", "our"), a sole proprietorship (Einzelunternehmen) operated by Kasun Paththamperuma, with its registered business address at Stadtpromenade 10, 03046 Cottbus, Germany, and registered with the Finanzamt Cottbus under Steuernummer 056/237/10337, trading under the marketing name "One World Corporate" for its corporate training services, and the client company named in the applicable Order Form ("Client", "you", "your").

1.1a Trading Name.

"One World Corporate" is a marketing/trading name used by OWC to identify its corporate training and skills development services, as distinct from its student-facing tutoring platform ("One World Classroom"). "One World Corporate" is not a separate legal entity, and all obligations under this Agreement are those of OWC as the sole proprietorship identified above.

1.2 Definitions.

- **"Agreement"** means this Corporate Training Master Services Agreement, including all Order Forms and any Non-Disclosure Agreement executed by the parties, all of which are incorporated by reference.
- **"Order Form"** means a written document (including by email confirmation) referencing this Agreement, specifying the Programme(s), Cohort details, schedule, fees, and any cancellation, rescheduling, or deposit terms specific to that booking.
- **"Programme"** means one of OWC's corporate training courses, each delivered as a defined series of live sessions over a set number of weeks.
- **"Cohort"** means a specific group of Participants enrolled in a Programme under a given Order Form.
- **"Participant"** means an individual employee or representative of Client attending a Programme.
- **"Materials"** means all training content, slides, exercises, templates, and recordings provided by OWC in connection with a Programme.

1.3 Order of Precedence.

If there is any conflict between this Agreement and an Order Form, the Order Form governs solely with respect to the specific commercial terms it addresses (such as fees, schedule, deposit, and cancellation terms for that Cohort). For all other matters, this Agreement governs.

2. SCOPE OF SERVICES

2.1 Corporate Training Programmes.

OWC provides live, instructor-led corporate training programmes designed for growth-stage companies. The current Programme catalogue includes First-Time Manager Training, Applied AI for Business Teams, Data-Driven Decision Making, Financial Literacy for Operators, Cross-Border Compliance Basics, Project & Agile Management for Scaling Teams, Cross-Cultural Business Communication, Strategic Planning & Business Consulting, and Brand & Marketing Strategy. OWC may add, retire, or revise Programmes in the catalogue from time to time at its sole discretion; any such change applies only to future Order Forms and does not affect Programmes already confirmed under an existing Order Form.

2.2 Standard Format.

Unless an Order Form specifies otherwise, each Programme is delivered as 8 live sessions of 2 hours each, over 4 weeks, to a Cohort of up to 10 Participants, conducted via video conference (Google Meet) by a qualified lecturer.

2.3 Scoping and Tailoring.

Prior to confirming a Cohort, OWC and Client will typically conduct a scoping call to tailor Programme content to Client's context. Any tailoring agreed during scoping will be reflected in the applicable Order Form. OWC is not obligated to deliver any tailoring beyond what is confirmed in writing in the Order Form.

2.4 Platform Role.

OWC is an independent provider of training services. OWC is not an educational institution and does not award degrees, certificates, or academic credits. Lecturers delivering Programmes may be engaged by OWC as independent contractors.

3. ORDER FORMS

3.1 Execution.

Each Cohort is booked through a separate Order Form. An Order Form is only binding once confirmed in writing by both parties (including by email). No Programme delivery obligation arises from this Agreement alone, absent a duly confirmed Order Form.

3.2 Required Contents.

Each Order Form will specify, at minimum: the Programme(s) booked, number of Participants, proposed schedule, total fee, payment terms (including any deposit requirement per Section

4.3), and the applicable cancellation and rescheduling terms per Section 5.1. Terms not addressed in the Order Form default to the corresponding provisions of this Agreement.

3.3 Multiple Order Forms.

Client may execute multiple Order Forms under this single Agreement over time without renegotiating these general terms.

4. FEES & PAYMENT

4.1 Fees.

Fees for each Cohort are as stated in the applicable Order Form. The standard reference price is €5,500 per Cohort of up to 10 Participants (8 sessions × 2 hours over 4 weeks), though the actual fee in any Order Form may differ based on scoping, customisation, Cohort size, or negotiated terms.

4.2 Taxes.

OWC operates as a small business (Kleinunternehmer) under § 19 UStG (German VAT Act) and accordingly does not charge German VAT on its invoices. This applies regardless of Client's country of establishment. Where local law requires Client to self-assess VAT, GST, or any equivalent consumption tax on cross-border services (e.g. via reverse charge), Client is responsible for that self-assessment; it does not reduce the amount payable to OWC.

All amounts invoiced by OWC are net amounts that must be received by OWC in full. If Client is required by law to withhold or deduct any tax (including withholding tax) from a payment due to OWC, Client will increase the amount payable so that, after the required withholding or deduction, OWC receives the full amount it would have received had no withholding or deduction applied. Client will provide OWC with official documentation of any tax withheld promptly after payment.

4.3 Deposit and Payment Terms.

Whether a deposit is required to confirm a Cohort, and the applicable payment schedule (e.g. deposit and balance, full payment in advance, or invoice on a net-payment-term basis), will be agreed on a case-by-case basis and specified in the applicable Order Form. In the absence of any payment term specified in an Order Form, payment is due within 14 calendar days of the invoice date.

4.4 Currency and Method.

All fees are quoted and payable in Euros (EUR) unless otherwise agreed in writing. Payment is made by bank transfer, or by card or PayPal via OWC's online payment provider (Stripe), or another method specified on OWC's invoice. Client is responsible for any bank transfer or currency conversion fees incurred on its side.

4.5 Late Payment.

Undisputed invoices not paid by the due date accrue statutory default interest under German law (§ 288 BGB). OWC may suspend delivery of any active or upcoming Cohort if payment is more than 14 days overdue and has provided written notice of the overdue amount.

5. CANCELLATION & RESCHEDULING

5.1 Case-by-Case Terms.

The specific notice period, any cancellation fee or refund percentage, and the number of permitted reschedules for a given Cohort are agreed between the parties on a case-by-case basis and set out in the applicable Order Form. This Section 5 establishes the default position that applies only where the Order Form is silent on a given point.

5.2 Default Position (Order Form Silent).

- Client-initiated cancellation or rescheduling requires written notice to OWC as soon as reasonably possible.
- OWC will make reasonable efforts to accommodate a rescheduling request, subject to lecturer and calendar availability.
- Fees already invoiced or paid for sessions not yet delivered are not automatically refundable solely because Client requested a change; any refund, credit, or fee waiver is at OWC's discretion absent an Order Form provision to the contrary.

5.3 OWC-Initiated Changes.

If OWC must cancel or reschedule a session (for example due to lecturer illness or unavailability), OWC will notify Client promptly and offer a make-up session at no additional cost, or a pro-rata credit/refund for any session that cannot be rescheduled.

5.4 Force Majeure.

Neither party is liable for delay or failure to perform due to circumstances beyond its reasonable control (including illness, internet or platform outages, natural disasters, or governmental action). The affected party will notify the other promptly and both parties will work in good faith to reschedule affected sessions.

6. CLIENT OBLIGATIONS

6.1 Participant Nomination.

Client is responsible for nominating Participants and providing accurate names, work email addresses, and roles for each Participant in good time before a Cohort begins.

6.2 Attendance and Engagement.

Client will use reasonable efforts to ensure nominated Participants attend and engage with scheduled sessions. OWC does not guarantee specific learning outcomes where Participant attendance or engagement is inadequate.

6.3 Technical Requirements.

Client is responsible for ensuring Participants have adequate internet connectivity and access to the video conferencing platform used for sessions.

6.4 Accurate Scoping Information.

Client will provide OWC with reasonably accurate information about its business context to enable effective tailoring of Programme content under Section 2.3. OWC is not responsible for content that is misaligned with Client's needs due to inaccurate or incomplete scoping information.

6.5 Lawful Use.

Client will ensure Participants use Materials and attend sessions in compliance with applicable law and will not use OWC's services for any unlawful purpose.

7. INTELLECTUAL PROPERTY

7.1 OWC Ownership.

OWC retains all right, title, and interest in and to its pre-existing Materials, methodologies, templates, and course frameworks, including any improvements or derivatives developed by OWC.

7.2 License to Client.

Subject to full payment of applicable fees, OWC grants Client a non-exclusive, non-transferable licence to use the Materials provided in connection with a Cohort solely for Client's internal training purposes. Client may not resell, sublicense, publicly redistribute, or use the Materials to create a competing training offering.

7.3 Client-Specific Customisations.

Where OWC tailors Materials specifically to Client's business context under Section 2.3, such tailored content remains OWC's intellectual property by default, but Client's internal-use licence under Section 7.2 extends to that tailored content.

7.5 Negotiated Ownership.

If Client requires ownership of specific customised content (for example, materials built entirely around Client's proprietary processes or data), the parties may agree to different ownership terms for that content in the applicable Order Form. Absent such an express written agreement, Section 7.3 applies.

7.4 Client Materials.

Any materials, data, or information Client provides to OWC for scoping or tailoring purposes remain Client's property. OWC will use such materials solely to prepare and deliver the relevant Programme.

8. CONFIDENTIALITY

8.1 Mutual Obligation.

Each party will keep confidential any non-public business, technical, financial, or operational information disclosed by the other party in connection with this Agreement ("Confidential Information"), and will use it only to perform its obligations under this Agreement.

8.2 Exclusions.

Confidential Information does not include information that is or becomes publicly available through no fault of the receiving party, was already lawfully known to the receiving party, or is independently developed without reference to the disclosing party's Confidential Information.

8.3 Compelled Disclosure.

A party may disclose Confidential Information if required by law, regulation, or court order, provided it gives the other party prompt notice where legally permissible.

8.4 Survival.

This Section 8 survives termination of this Agreement for a period of 3 years.

8.5 Marketing References.

OWC may identify Client as a client of OWC in general marketing materials (for example, a client list) only with Client's prior written consent. No case study, testimonial, program details, or other description of the specific engagement with Client may be published or otherwise used by OWC without Client's separate prior written approval of the specific content, which Client may withhold at its discretion.

9. DATA PROTECTION

9.1 Roles.

Each party processes personal data of the other party's personnel (e.g. contact details of Client's HR/L&D contacts, and names/work emails/attendance of Participants) as an independent controller for its own respective business purposes, unless the parties agree otherwise in writing.

9.2 GDPR Compliance.

Each party will comply with applicable data protection law, including the GDPR, in connection with personal data processed under this Agreement. Further detail on OWC's processing of corporate contact and Participant data is set out in OWC's Privacy Policy — Corporate Contacts Addendum, available at oneworldclassroom.de.

9.3 International Transfers.

Where personal data is transferred between the parties across an international border in a way that requires a specific transfer mechanism under applicable data protection law (for example, because Client is located outside the European Economic Area and no adequacy decision applies), the parties will, upon either party's request, enter into the European Commission's Standard Contractual Clauses (or another legally recognised transfer mechanism) to cover that transfer, in addition to complying with any further requirements of Client's local law.

9.4 Security.

OWC maintains reasonable technical and organisational measures to protect personal data it processes in connection with this Agreement.

10. WARRANTIES & DISCLAIMERS

10.1 Services Provided As Is.

OWC will deliver Programmes with reasonable skill and care using qualified lecturers. OWC does not warrant or guarantee any specific business outcome, skills improvement, or performance result for Client or any Participant.

10.2 No Other Warranties.

Except as expressly stated in this Agreement, OWC disclaims all other warranties, express or implied, to the maximum extent permitted by law.

10.3 Platform Availability.

OWC is not liable for temporary unavailability of third-party video conferencing platforms used to deliver sessions.

11. LIMITATION OF LIABILITY

11.1 Liability Cap.

To the maximum extent permitted by applicable law, each party's total aggregate liability arising out of or in connection with a given Order Form is limited to the total fees paid or payable by Client under that Order Form in the 12 months preceding the event giving rise to the claim.

11.2 Exclusion of Indirect Damages.

Neither party is liable for indirect, incidental, consequential, or special damages, including lost profits or lost business opportunity, even if advised of the possibility of such damages.

11.3 Carve-Outs.

Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, gross negligence, wilful misconduct, or any other liability that cannot be excluded or limited under applicable mandatory law.

12. TERM & TERMINATION

12.1 Term.

This Agreement takes effect on the date it is signed or otherwise accepted by both parties and continues until terminated as set out below. It remains in effect for so long as any Order Form under it is active.

12.2 Termination for Convenience.

Either party may terminate this Agreement for convenience with 30 days' written notice, provided that any Order Forms already confirmed and in progress at the time of notice continue to be performed under their existing terms unless the parties agree otherwise.

12.3 Termination for Cause.

Either party may terminate this Agreement or any active Order Form immediately on written notice if the other party commits a material breach that remains uncured 14 days after written notice of the breach, or becomes insolvent.

12.3a Termination for Persistent Non-Payment.

Where OWC has suspended delivery under Section 4.5 for non-payment, and the overdue amount remains unpaid for a further 14 days after the suspension notice (i.e. 28 days total from the original due date), OWC may terminate the affected Order Form, or this Agreement in its entirety, immediately on written notice, without prejudice to its right to recover all outstanding fees.

12.4 Effect of Termination.

Upon termination, Client remains liable for fees for services already delivered, and Sections 7 (Intellectual Property), 8 (Confidentiality), 9 (Data Protection), 11 (Limitation of Liability), and 13 (Dispute Resolution & Governing Law) survive termination.

13. DISPUTE RESOLUTION & GOVERNING LAW

13.1 Good-Faith Negotiation.

The parties will first attempt to resolve any dispute arising from this Agreement through good-faith negotiation between authorised representatives.

13.2 Governing Law.

This Agreement is governed by the laws of the Federal Republic of Germany, without regard to its conflict of laws principles, and without application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3 Dispute Resolution by Arbitration.

Any dispute not resolved under Section 13.1 within 30 days of the first written notice of the dispute shall be finally settled under the Arbitration Rules of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit e.V., "DIS") by one arbitrator appointed in accordance with those rules. The seat of arbitration is Berlin, Germany, and the language of the arbitration is English. This Agreement is open to Client companies incorporated in any country, including Germany, and this arbitration mechanism applies regardless of Client's country of incorporation. Arbitral awards rendered under this clause are enforceable internationally under the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, to which the great majority of countries worldwide are signatories.

13.4 Carve-Out for Undisputed Payment Claims.

Notwithstanding Section 13.3, OWC may bring an action solely for the collection of undisputed, due and payable invoice amounts before the competent courts of Cottbus, Germany, without first resorting to arbitration.

14. GENERAL PROVISIONS

14.1 Entire Agreement.

This Agreement, together with all Order Forms and any Non-Disclosure Agreement executed by the parties, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions or agreements on that subject.

14.2 Amendments.

Amendments to this Agreement must be in writing and signed (including by email) by both parties. Order Forms may be executed by email confirmation without requiring a formal amendment to this Agreement.

14.3 Severability.

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision is replaced by a valid one that most closely reflects the original intent.

14.4 Waiver.

Failure to enforce any provision does not constitute a waiver of that provision or the right to enforce it later.

14.5 No Assignment.

Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent, except that OWC may assign this Agreement in connection with a merger, acquisition, or sale of substantially all its business.

14.6 Notices.

Notices under this Agreement are valid if sent by email to the addresses specified in the applicable Order Form or to kasun@oneworldclassroom.de for OWC, or by post to OWC's registered business address at Stadtpromenade 10, 03046 Cottbus, Germany.

14.7 Language.

This Agreement is drawn up in both English and German. The German-language version ("Deutsche Fassung") is the sole legally binding and governing version of this Agreement. The English-language version is provided for convenience and reference only and has no independent legal effect. In the event of any inconsistency, ambiguity, or conflict between the English and German versions, the German version prevails and is exclusively controlling, including before German courts and in any arbitration seated in Germany under Section 13.

14.8 Counterparts & Electronic Signature.

This Agreement and any Order Form may be executed in counterparts, including by electronic signature or by email confirmation, each of which is deemed an original.

14.9 Contact Information.

One World Corporate | Stadtpromenade 10, 03046 Cottbus, Germany | Phone: +49 15164351892 | Email: kasun@oneworldclassroom.de | Website: www.oneworldclassroom.de

15. COMPLIANCE, ANTI-BRIBERY & SANCTIONS

15.1 Anti-Bribery and Anti-Corruption.

Each party represents and warrants that it will comply with applicable anti-bribery and anti-corruption laws, including the German Criminal Code (Strafgesetzbuch) provisions on bribery and, where applicable to Client, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act. Neither party will offer, give, request, or accept any bribe, kickback, or improper payment in connection with this Agreement.

15.2 Sanctions and Export Control.

Each party represents that it is not, and is not owned or controlled by, a person or entity that is the subject of applicable trade sanctions (including those administered by the United Nations, European Union, United States (OFAC), or United Kingdom), and is not located in a country or region subject to comprehensive sanctions. Each party will comply with applicable export control and sanctions laws in connection with this Agreement. Either party may suspend or terminate this Agreement immediately, without liability, if performance would violate applicable sanctions or export control laws.

SIGNATURE BLOCK

By signing below (or confirming acceptance by email), each party agrees to be bound by this Agreement.

For One World Corporate:

Name: Kasun Paththamperuma, Founder & Managing Director

Signature: _________________________ Date: ________________

For Client:

Company Name: _________________________

Name & Title of Signatory: _________________________

Signature: _________________________ Date: ________________

Stadtpromenade 10, 03046 Cottbus, Germany

Phone: +49 15164351892 | Email: kasun@oneworldclassroom.de | Website: www.oneworldclassroom.de

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