

## Witness Statement

in the proceeding of the OHIM No. 5064 C  
regarding the cancellation of Community trademark No. 1 224 831 "OSHO"

I, Barbara Land, also known as Ma Chirantan, of Clarenbachstr. 154, 50931 Köln  
declare as follows:

I became a disciple of Osho (then known as Bhagwan Shree Rajneesh) in 1984.

I started working in the Osho Uta Institute GmbH in 1988 taking care of finances. In the year 1989 I became director of the Osho Uta Institute GmbH. I also became a member of the Osho Lotus Commune e.V. in the same year. In 2002, I became the vice chairman of that foundation, whose function is to take care of the businesses that constitute the very heart of the Cologne Buddha field: Uta Cologne GmbH (Osho Uta Institute and Uta Akademie), Oshos Place Gaststätten GmbH, Osho Verlags GmbH und Meditation and More GmbH. The Lotus Commune e.V. is a foundation that has no personal owner. It is a legal body that operates according to the by-laws of the foundation. Its purpose is to create a place and space in which Osho's vision and teachings can be lived and experienced by anybody who likes to do so.

I am aware of Klaus Steeg's Witness Statement in which he says on page 36, that in respect to 'third party' use of the name Osho, the Osho Therapist Training' (OTT) is an Original Training from Osho Multiversity in Pune – offered at the Osho Uta Institute under license from OIF. Klaus Steegs statement is false in many respects: As expressed in Wolfgang Hardt's Witness Statement, the OTT was created by him and the trainers as a private enterprise, in which they wanted to teach Osho's approach to Therapy and Meditation to people here in the West. (see also the witness statements of the three trainers: John Morgan, Lena Marie Hanover and Sharon Hancock). The training happened in hotels and seminar houses. It was only in 1996 that the trainers decided to move the organization of the OTT to Cologne to the Osho Uta Institute. The OTT was happening in the Osho Uta Institute only 3 times. The last training ended in 1998. At no point during this period there was any communication between OIF and the Osho Uta Institute about this training! The question of license never occurred and there was never a verbal or written agreement.

In September 1998 the Osho Uta Insitute received a letter drafted in German language: "Schreiben zum gemeinsamen Verständnis" which means in English "Letter of (common) Understanding" (LOU). For me, the letter did not in any way represent a legal document but rather a paper in which we expressed a shared understanding of Osho's Vision. In that sense we discussed the paper together with the other directors of the Osho Uta Institute GmbH who then signed the paper. As we were becoming aware of a different way of how Osho Global Connections was handling the LOU we became sceptic of its function and meaning. So we wrote to Pune and asked for clarification. In September 2000 we received a letter from Osho Global Connections in

which it is expressed clearly, that the LOU was considered to be an agreement that was legally binding. I personally felt manipulated and cheated as the paper was presented to us as a non-binding declaration in which there was referred to a common understanding (about Osho and his vision). As a result of further communications, the directors of the Osho Uta Institute finally sent a letter to Pune on 5 September 2001, in which we made it clear that we do not accept the LOU as a legally binding contract. Rather, we stated that the way the paper was presented was an act of manipulation and malicious deception in order to get our signatures. Osho Global Connections acknowledged the receipt of that letter on 10 September 2001.

Further, I want to mention a situation which arose in the annual meeting of the German Osho Centers in 2008 in Hübenthal. It is part of the minutes of this meeting that a discussion arose on the matter of the LOU: Robert Doetsch criticized that the Centers did sign the LOU without knowing what they signed. In which way the LOU was interpreted by Osho Global Connections later, namely as a license agreement, was not clear in the beginning. Ursula Hoess replied to this (quote from the minutes): „*Global Connections in the first place had not wanted a license and also had not been aware, that this letter factually was binding the centers to a license. That only became apparent while handling the matter practically*“.

The last point I want to address is the fact, that Osho Global Connections was obviously not sure about the legal relevance of the LOU: In 2009 we were suddenly asked to sign a new, so called “Updated Agreement” that should replace and supersede the LOU. We at Osho Uta Institute made a clear statement that we would not sign that paper. I see this “Updated Agreement” as a reaction to the US court-case, in which in January 2009, i.e. finally after 9 years of litigation, all Osho trademarks were cancelled.

The statements herein are from my personal knowledge and recollection and I believe all of the statements made and the facts mentioned to be true

Cologne, this 8.1.2012

**Below is the author's signature, which is hidden for protection of personal data.**

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Barbara Land