



General Terms of Service for Training

1. General

These general terms of service for training (“**Training Terms**”) contain all rights and obligations of Supplier and her affiliates and subsidiaries and the natural or legal person contracting with Supplier and/or her affiliates and/or subsidiaries (“**Client**”, “**you**” or “**your**”).

These Training Terms apply to all our (individual) Trainings, learning journeys, In-House training or custom training, courses, and sessions where we take care of the program and trainer as specified above (each a “**Training**”) and to all documents you use to purchase a Training, including for instance purchase order. Supplier hereby explicitly rejects the applicability of any other terms, including your general terms and conditions.

Client can apply for an (individual) Training or learning journey on our website. With regard to In-House training or custom training needs, you can contact our learning advisors. By applying, Client expressly confirms to agree to Supplier’s Training terms. An agreement exists only if and when Supplier has confirmed Client’s application in writing. Commitments from or agreements with Supplier’s personnel or third parties engaged by Supplier are only enforceable when Supplier has confirmed such commitments and/or agreements in writing.

2. Quality

Supplier shall conform to Client’s policies and house rules.

Supplier will perform each Training on a commercial reasonable efforts basis (*naar beste vermogen*).

Supplier may subcontract its obligations hereunder. However, Supplier is and remains responsible and liable for the subcontractors it engages in delivering the Training.

3. Dates, times and location

Supplier shall deliver the Training as indicated in the agreed proposal with the training rates (“**Proposal**”) and on the agreed date (the “**Training Delivery Date**”).

In principle, Supplier will deliver the Training during regular office hours (between 8.30 am and 5.30 pm from Monday through Friday, excluding generally recognized holidays in The Netherlands) at Client’s office. When agreed otherwise between parties, Supplier can deliver the Training at Supplier’s office. Supplier supports hybrid working arrangements with the possibility to provide the Training virtually.

4. Prices and rates

The Training fees – including the relevant Training materials and use of relevant tools - are specified in the Proposal. All Training fees are in Euro’s exclusive of



any VAT, withholding tax, sales-, use-, and/or consumption tax and other additional costs (if any).

In case that the training will be delivered at Supplier's office, the following costs will be charged: the Training room, coffee, tea, and lunch. Changes in such costs due to reasons beyond Supplier's reasonable control may be charged to Client. Supplier will give Client written notice thereto.

5. Invoicing and payment

The Training fee will be invoiced by Supplier and paid by Client after delivery of the Training. Client shall pay correctly invoiced amounts within 30 days of receiving Supplier's invoice. Supplier reserves the right to deny participants access to the Training if the applicable Training fees have not been paid (yet). If Client makes use of Supplier's online payment option, the terms and conditions of Supplier's financial service provider also apply.

Client is not entitled to suspend or set-off claims Supplier has on Client against claims Client has on Supplier. If Client does not pay due amounts within the agreed payment term, Supplier is also entitled to statutory interest over those amounts without a notice of default being required. If after a repeated request for payment Client still fails to pay the due amounts, Supplier may engage a third party to seize and levy its claim. If this happens, Client is also liable for all accompanying cost, including without limitation all judicial and extrajudicial costs. The extrajudicial costs will be calculated as 15% of the total outstanding claim with a minimum of EUR 125.

6. Cancellation

If Client applies for a Training as a private participant (not acting in the exercise of a profession or business), Supplier accepts a withdrawal period of 14 days, from the date Supplier has received your written application (the "**Withdrawal Period**"). Within the Withdrawal Period, you can opt for a different Training Delivery Date (if provided by us) or cancel the Training.

If Client concludes the Proposal in the exercise of a profession or business, the following terms will apply. From the date the Proposal between Supplier and Client is signed (the "**Proposal Signature Date**"), Client must opt for a Training Delivery Date within one year thereafter. After Client has opted for a Training Delivery Date, Client may reschedule this date only up to a month in advance before the agreed Training Delivery Date. In any event, the rescheduling must take place within a year after the Proposal Signature Date. It is Client's responsibility to timely reschedule for a new Training Delivery Date still within one year after the Proposal Signature Date. In any way, Client is obliged to pay the applicable Training fee, even if Client has not been able to reschedule the Training Delivery Date within a year after signature.

Supplier may interrupt, reschedule, and/or cancel a Training at any time due to events beyond its reasonable control such as, but not limited to, a shortage or excess of Participants, or the unavailability of the person providing the Training. In this event, Xebia will notify Client as soon as possible. After receiving such notification, and only when Supplier provided a new Training Delivery Date, Client has 2 weeks to either (i) opt for a different Training date or (ii) cancel the Training. If Client fails to do so (in time), the applicable Training fee will be charged by Supplier.



7. Force Majeure

Supplier may interrupt, reschedule, and/or cancel a Training due to events beyond its reasonable control, after having notified Xebia in writing.

In this event, parties will either opt for a different Training Delivery Date (if provided by Supplier) or cancel the Training in accordance with the cancellation procedure of this Agreement.

“Force Majeure” means an event preventing Parties performing any of its obligations stemming from this agreement, which is beyond their control and occurring without their fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions, such as, but not limited to, acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or quarantine restrictions; strikes or labour troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract.

Upon the occurrence of a Force Majeure, Parties and/or its subcontractors shall be relieved from their obligations and deprived from their rights hereunder and the time for completing that portion of their rights and obligations which have been delayed shall be extended by a period equivalent to the delay so caused.

If the period of Force Majeure continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 30 (thirty) days, either Party may terminate this Agreement upon mutual consent, not to be unreasonably withheld.

8. Intellectual Property

All ownership rights, title, industrial and intellectual property rights such as, but not limited to, to provided equipment, programming, Training materials and/or documentation in and to the Training, as well as made available by Supplier in relation to the Training (collectively, the “**Training Materials**”) are and remain the sole and exclusive property of Supplier and its licensors.

Each Training participant receives the non-sublicensable, non-exclusive, non-transferrable right to use the Training Materials for its own personal non-commercial development purposes. Participant(s) may not make public, copy, duplicate, or otherwise reproduce any Training materials. Participant(s) may not make audio and/or video recordings of a Training. The training materials may only be used by the participant(s).

Client will indemnify Supplier from all claims and damages based on or related to a breach by Client and/or Client’s Training participants of any provision of this Clause 8 (Intellectual Property)

9. Confidentiality

The parties agree to maintain each other’s confidential information a secret and treat it in the same manner it treats its own confidential information (but always with



a reasonable degree of care). The parties will not share each other's confidential information with third parties without the prior written consent of the other party. The parties may agree on additional confidentiality terms if desired. Xebia remains entitled to use the knowledge, expertise and know how it gained from performance of the Services and apply it with third parties.

The confidentiality provisions of this Agreement will apply to the confidential information exchanged hereunder for the term of this Agreement and for a period of 3 years after termination or expiration of this Agreement.

10. Personal Data

If Client applies for a Training on Supplier's website, Supplier will process and use personal data provided by you in accordance with [Supplier's privacy policy](#).

If performing the Training requires Supplier to process personal data provided by Client, Supplier will:

- a. only process such personal data in compliance with Supplier's instructions;
- b. maintain adequate technical and organizational measures to prevent such personal data against loss or wrongful processing;
- c. promptly report each and every actual or potential data breach (datalek) to Supplier and include at least (i) a description of the affected and potentially affected personal data; (ii) the time, date and location of such (potential) data breach; (iii) a description of the nature of the (potential) data breach; (iv) an assessment of the likely consequences of the (potential) data breach; (v) the measures taken and/or to be

taken to mitigate the consequences of the (potential) data breach; and

- d. provide, at Client's first request, reasonable cooperation in enabling Client to fulfill its obligations under applicable data protection laws.

Client will indemnify Supplier from all claims and damages (including penalties) that result from Client's failure to timely adhere to its legal obligations under applicable data protection laws.

You hereby accept the applicability of [Supplier's privacy policy](#), as can be found on our Training website.

11. Term & Termination

This Agreement is in effect for a period of 12 months after the Effective Date. An automatic renewal does not apply.

Either party may terminate this Agreement for convenience (*tussentijds opzeggen*) without liability taking into account a notice period of 30 days.

Client remains liable for paying Training fees that are due before or on the termination or expiration date of this Agreement, unless this Agreement was terminated due to a breach by Supplier in accordance with the termination provisions hereafter.

A party may terminate this Agreement immediately and without further notice if the other party (a) breaches its obligations hereunder and fails to substantially cure such breach within 30 days of receiving notice thereto; (b) breaches its confidentiality obligations hereunder; (c) requests or is granted a moratorium of payment; and/or (d) is declared bankrupt.

12. Liability

Each party's aggregate liability for direct damages is limited to the price of the Training from which such liability results. Supplier is not liable for damages resulting from an interruption, re-scheduling and/or cancellation of a Training. No party is liable for any indirect damages (*indirecte schade*), consequential damages (*gevolgschade*), loss of business (*bedrijfsstagnatie*), lost savings (*gemiste besparingen*), lost revenues (*omzetderving*), lost profits (*winstderving*), or loss of goodwill (*verlies van goodwill*).

The limitations of liability set out herein do not apply in case of intentional or gross negligence (*opzet of bewuste roekeloosheid*), or any contractual indemnification obligations.

13. Non-solicitation

During the term of the agreement and for a term of 12 months after its expiration or termination, Client shall not (directly or indirectly) solicit, hire, or entice away (or seek or attempt to solicit, hire or entice away) from the employment of Supplier any person employed (or any person who has been so employed in the preceding six (6) months) by Supplier in the provision or receipt of the Services without the prior written consent of Supplier. Client acknowledges that the prohibition and restriction contained in this clause is reasonable in the circumstances and necessary to protect the business of Supplier.

14. Other terms

The parties are independent contractors. Nothing herein may be construed as being an employment

agreement (*arbeidsovereenkomst*). Neither party has the authority to enter into obligations on behalf of the other party.

Supplier warrants that it is and remains adequately insured for the term of this Agreement.

This Agreement forms the entire agreement and supersedes all prior or contemporaneous oral or written agreements between the parties with respect to the Training. Changes to this Agreement have legal effect to the extent agreed upon by the parties and signed by their duly authorized representatives.

Termination or expiration of this Agreement expressly does not release the parties from those obligations which, by their nature, are intended to remain in effect, including provisions with respect to payment of Training fees, intellectual property, payment of taxes, confidentiality, indemnities, liabilities, applicable law and dispute resolution.

The waiver by Client of a breach or any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

If any part of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of this Agreement.

This Agreement will be governed exclusively by Dutch law. Any dispute regarding this Agreement, or disputes arising from this Agreement, shall be subject to the exclusive jurisdiction of the competent courts located in the city of Amsterdam, The Netherlands.