

# Training Terms for Individual Participants

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## 1. General

These training terms for individual participants (individuals not acting in the exercise of a profession or business) (“**Training Terms**”) contain all rights and obligations of Supplier and her affiliates and subsidiaries and the natural 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, 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.

Client can apply for an individual Training or learning journey on our website. With regard to 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.

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## 2. Quality

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.

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## 3. Dates, times and location

Supplier shall deliver the Training with the Training fees and on the agreed date (the “**Training Delivery Date**”) as indicated on the website of Supplier.

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).

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## 4. Prices and rates

The Training fees – including the relevant Training materials and use of relevant tools - are specified on our website. 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

Either the Training fee will be paid by Client via creditcard or the Training fee will be invoiced to Client by Supplier. Client shall in any way pay correctly invoiced amounts within 30 days of receiving Supplier's invoice. Supplier reserves the right to deny Client access to the Training if the applicable Training fee has not been paid (yet).

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.

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## 6. Cancellation

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 Supplier) or cancel the Training. After the Withdrawal Period, rescheduling or cancelling a Training is no longer possible.

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.

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## 7. 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 of any provision of this Clause 7 (Intellectual Property)

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## 8. 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.

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## 9. 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](#) and you hereby accept the applicability of this 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 Client'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 Client 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.

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## 10. 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 (*gevolg schade*), 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.

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## 11. Governing law and jurisdiction

These Training Terms will be governed exclusively by Dutch law. Any dispute regarding or arising from these Training Terms, shall be subject to the exclusive jurisdiction of the competent courts located in the city of Amsterdam, The Netherlands.