



Training Terms for Individual Participants - version One (2024)

These training terms for individual participants ("Training Terms") contain all rights and obligations of Xebia Nederland B.V. with its registered offices at Laapersveld 27, 1213VB Hilversum, The Netherlands ("Xebia"), and/or its respective Affiliates and any individual training participant not acting in the exercise of a profession or business ("Client", "you", or "your") to whom Xebia provides any individual training, learning journey, course, and/or session where Xebia takes care of the program and trainer (each a "Training") and to all documents you use to purchase a Training, including for instance a purchase order.

Xebia and Client may each be referred to as a "Party" or collectively as the "Parties".

1. General

1.1. If an Affiliate of Xebia provides a Training under these Training Terms, all references to "Xebia" in these Training Terms will refer to Xebia's respective affiliate providing the Training. "Affiliate" is defined as those persons or entities located in various countries throughout the world which directly, or indirectly, individually or in combination, Control, are Controlled by, or are under common Control with Xebia's ultimate parent company. "Control" means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

1.2. Client can apply for a Training on [Xebia's website](#). With regard to custom training needs, you can contact our learning advisors. By applying, Client expressly confirms to agree to Xebia's Training Terms. An agreement exists only if and when Xebia has confirmed Client's application in writing. Commitments from or agreements with Xebia's personnel or third parties engaged by Xebia are only enforceable when Xebia has confirmed such commitments and/or agreements in writing.

2. Quality

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

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

3. Dates, Times and Location

3.1. Xebia shall deliver the Training on the agreed date (the "Training Delivery Date") as indicated on [Xebia's website](#).

3.2. In principle, Xebia 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).

4. Prices and Rates

4.1. The Training fees – including the relevant Training materials and use of relevant tools - are specified on [Xebia's website](#).

4.2. 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).

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

5. Invoicing and Payment

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

5.2. If Client does not pay due amounts within the agreed payment term, Xebia 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, Xebia 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

6.1. Xebia accepts a withdrawal period of 14 days, from the date Xebia has received your written application (the "Withdrawal Period"). Within the Withdrawal Period, you can opt for a different Training Delivery Date (if provided by Xebia) or cancel the Training. After the Withdrawal Period, rescheduling or cancelling a Training is no longer possible.

6.2. If Client has already paid the applicable Training fees and cancels the Training within the Withdrawal Period, Xebia will refund the paid Training fee within 30 days of the date of receipt of the written cancellation.

6.3. For the avoidance of doubt, if Client applies for a Training on behalf of a professional business and/or if such professional business pays the applicable Training fees, the Withdrawal Period does not apply to such application.

6.4. Xebia 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 Xebia 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 Xebia. If Client chooses to cancel the Training, and has already paid the applicable Training fees, Xebia will refund the paid Training fee within 30 days of the date of receipt of the written cancellation.

7. Intellectual Property

7.1. 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 Xebia in relation to the Training (the "Training Materials") are and remain the sole and exclusive property of Xebia and its licensors.

7.2. 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).

7.3. Client will indemnify Xebia from all claims and damages based on or related to a breach by Client of any provision of this Clause 7.

8. Confidentiality

8.1. 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.

8.2. 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.

9. Personal Data

If performing the Services requires Xebia to process personal data, the following will apply:

- a) Xebia shall maintain adequate technical and organizational measures to protect such personal data against loss or wrongful processing in accordance with Xebia's Privacy Policy (<https://xebia.com/privacy-statement/>) which will apply to such personal data.
- b) In the context of these Terms, Xebia as well as the Client shall, at their own respective expense, ensure that they comply with and assist the other Party to comply with the requirements of all applicable legislations as well as regulatory requirements in force from time to time relating to the use of personal data, including but not limited to:
 - (i) the General Data Protection Regulation ((EU) 2016/679);
 - (ii) all applicable privacy laws existing within the jurisdiction of the Republic of India;
 - (iii) all applicable privacy laws existing within the jurisdiction of the United States of America, and/or;
 - (iv) all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance, in force from time to time and applicable to

Xebia, Client, the supply of the Services and Xebia's use thereof ("**Data Protection Laws**"), as applicable.

This Section 12 is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.

- c) In the event personal data in the meaning of the Data Protection Laws are being processed or transferred, this will always be governed by the Data Protection Laws and the parties will in such case agree on the details of processing in the SoW and/or agree to enter into a separate data processing agreement and as the case may be a transfer agreement based on the EU model clauses, which shall be deemed to form part of the Agreement.

10. Liability

10.1. Each party's aggregate liability for direct damages is limited to the price of the Training from which such liability results. Xebia 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).

10.2. 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.

11. Applicable law & Jurisdiction

11.1. These Terms and all other agreements in relation thereto between the Parties are governed by Dutch law. All disputes arising from or relating to these Terms or any agreement in relation thereto between the Parties will be brought before the competent court of the city of Amsterdam, The Netherlands.