

Terms and Conditions for GLOBALG.A.P. Trainings and Workshops

1. Scope

These Terms and Conditions govern the terms and conditions concerning GLOBALG.A.P. trainings/workshops. GLOBALG.A.P. c/o FoodPLUS GmbH ("GLOBALG.A.P.") offers online services and face-to-face trainings/workshops to auditors, inspectors, or any other customers ("Customer") for training or taking exams.

2. Grant of GLOBALG.A.P. License

2.1 GLOBALG.A.P. remain the owner of the intellectual property in the trainings/workshops, exam questions, or any other training/workshop materials at all times. GLOBALG.A.P. shall have all the respective rights and licenses when it uses training/workshop concepts or materials from other companies for training and examination purposes.

2.2 No training/workshop, exam questions or any other training/workshop materials, nor any part of it shall be reproduced, copied, stored in a retrieval system, or transmitted in any form or by any means without GLOBALG.A.P.'s prior written permission.

2.3 GLOBALG.A.P. hereby grants, during the term of the Agreement, a non-exclusive, non-sublicensable, and non-transferable license to Customer to use the training/workshop materials for the sole purpose of studying the training/workshop.

2.4 The license granted allows for use of the training/workshop materials by an individual Customer only.

2.5 Customer shall not modify, copy, reproduce, re-publish, sublicense, sell, upload, broadcast, post, transmit, make available, disseminate, or distribute in any way the training/workshop, exam questions or any of the training/workshop materials. For clarification purposes, it is stated that Customer shall not use the materials in any way for their own activities as a reviewer or provider of online training/workshops.

2.6 Customer shall not modify, adapt, merge, translate, disassemble, decompile, recompile, or reverse engineer any software constituting part of the training/workshop materials or create derivative works based on the whole or any part thereof, or which incorporate the training/workshop materials into any software program.

2.7 Access to the training/workshop and use of the training/workshop materials not expressly permitted in these Terms and Conditions is strictly prohibited and shall constitute an infringement of either GLOBALG.A.P.'s copyright or GLOBALG.A.P.'s other intellectual property rights.

3. Remuneration

3.1 Customer may pay a fee for the training/workshop or exam as stipulated in the GLOBALG.A.P. fee table in its latest version or in the training/workshop description.

3.2 Invoices are sent electronically.

3.3 Invoices issued by GLOBALG.A.P. shall be due immediately upon the date of the respective invoice.

3.4 Regarding online services, GLOBALG.A.P. reserves the right to block the online access to a training/workshop or exam if the invoice is not paid in due time. Customer may not participate in a training/workshop (face-to-face) if the invoice has not been paid in advance.

4. Liability

4.1 Customer shall indemnify and hold harmless GLOBALG.A.P. against any direct or indirect damage and costs (including defense costs) sustained or incurred by GLOBALG.A.P. arising out of any culpable violation of any of Customer's obligations under the Agreement.

4.2 GLOBALG.A.P. shall be liable to the full extent of any damage in the event of intentional conduct ("Vorsatz") or gross negligence ("grobe Fahrlässigkeit") and in the event of culpable injury to life, body, and health and under the German Product Liability Act ("Produkthaftungsgesetz"). In the event of a slightly negligent breach of essential contractual obligations, i.e., principal obligations which enable the proper execution of the contract and upon which Customer therefore relies and may rely, GLOBALG.A.P. shall assume liability on the merits. In such case GLOBALG.A.P.'s liability shall be limited to damage which is typical for the agreement and which can be reasonably foreseen. Any further liability on GLOBALG.A.P.'s part shall be excluded. This limitation of liability shall apply also in favor of GLOBALG.A.P.'s statutory representatives, executives ("leitende Angestellte"), and vicarious agents ("Erfüllungsgehilfen").

5. Term and Termination

5.1 The Agreement shall take effect on the date when Customer agrees to these Terms and Conditions and shall run until the end of a training/workshop or exam. Customer shall be entitled to a full refund of the training/workshop fee if they cancel with a written notice submitted no later than 4 (four) weeks prior to the beginning of a training/workshop. Customer has no right to a refund in the event of any later cancellations.

5.2 Notwithstanding the provision in the paragraph above, either party of this Agreement is entitled to terminate the Agreement for good cause.

5.3 Good cause for the other party of this Agreement shall include, but is not limited to, instances where:

- a) one of the parties of this Agreement breaches a provision of the Agreement, and after having received written notice of the breach, fails to cure the breach within thirty (30) days thereafter;

- b) either party of this Agreement commences voluntary bankruptcy or insolvency proceedings, makes a general assignment for the benefit of its creditors, files for dissolution or liquidation, or if involuntary bankruptcy or insolvency proceedings are brought against either party of this Agreement which are not dismissed within thirty (30) days, or a receiver is appointed for the assets of either party of this Agreement;

- c) Customer is in default with payments due under the Agreement if such default is not cured within one (1) month of Customer's receipt of a written reminder from GLOBALG.A.P.;

- d) Customer has infringed or diluted the GLOBALG.A.P.'s copyright or any other intellectual property rights, and after having received written notice of such infringement or dilution, fails to cure the infringement or dilution within thirty (30) days thereafter.

6. Cancellation of Trainings/Workshops by GLOBALG.A.P.

GLOBALG.A.P. reserves the right to cancel trainings/workshops for organizational or commercial reasons. GLOBALG.A.P. refund the fees for training/workshops it cancels and does not refund any costs for travel or accommodation. Customer is requested to book transport or accommodation means where cancellation is possible free of charge.

7. Assignment of rights

Customer shall not assign any rights or obligations under the Agreement to any third parties without GLOBALG.A.P.'s prior written consent.

8. Annexes

8.1 The Annexes to the Agreement are part of the Agreement.

8.2 GLOBALG.A.P. shall inform Customer without undue delay of any alterations/amendments of the Annexes. The altered/amended Annexes are part of the Agreement, provided that Customer does not object to the alteration/amendment within two (2) weeks of being informed of the alteration/amendment. If Customer objects to the alteration/amendment, either of the parties of this Agreement is entitled to terminate the Agreement within two (2) weeks of the receipt of the objection by GLOBALG.A.P.

9. Data Protection

9.1 Both parties of this Agreement shall comply with all applicable data protection regulations at all times, especially the European Data Protection Regulation 2016/678 ("GDPR").

GLOBALG.A.P. processes the Customer's personal data only for the performance of online services and trainings/workshops for training

or taking exams on the legal basis of Art. 6(1) b) GDPR. Further information on the processing of personal data by GLOBALG.A.P. can be found in GLOBALG.A.P.'s privacy policy under <https://database.globalgap.org/globalgap/PrivacyPolicy.faces>.

9.3 Customers which are legal entities shall – if and where legally necessary – provide the information stipulated in the privacy policy concerning the employees, vicarious agents, and other natural persons working with or on behalf of the Customer whose personal data will be processed by GLOBALG.A.P. under the Agreement prior to such processing.

10. Compliance

10.1 During the term of the Agreement, Customer is obliged to act professionally, accurately, and impartially and shall not act in a way that may compromise the integrity of GLOBALG.A.P. or that would prejudice or jeopardize the reputation of GLOBALG.A.P. or any related body, business partners of GLOBALG.A.P. including customers, certification bodies, or registered producers.

10.2 Customer shall not represent any conflicting or competing interests and shall inform GLOBALG.A.P. about any relationships that may

influence Customer's behavior and/or judgement.

10.3 Customer shall refrain from any direct and indirect discrimination on the grounds of nationality, racial or ethnic origin, sex, religion or belief, disability, or sexual orientation.

10.4 Customer shall not accept any allowance, commission, gift, favor, bribe, or any other benefit from any organizations or from their employees exceeding the value of €50 and which may influence its judgement or actions.

10.5 Customer shall adhere to the international anti-corruption standards as set out in the United Nations' Global Compact and in the respective applicable anti-corruption and anti-bribery acts. Customer is particularly prohibited from offering services, presents, or advantages to third parties that influence such parties' personal conduct regarding their business relationship with GLOBALG.A.P.

10.6 Customer shall co-operate in any inquiry in the event of any alleged breach of the Agreement.

11. Governing Law and Jurisdiction

11.1 The Agreement is exclusively governed by and construed in accordance with German law.

11.2 In the event of any disputes, the courts of Cologne, Germany, shall have exclusive jurisdiction if Customer is a merchant, a legal person under public law or if Customer has no general venue in Germany.

12. Miscellaneous

12.1 The Agreement sets out the entire agreement and understanding between the parties of this Agreement relating to the matters addressed herein and supersedes all other agreements, whether verbal or written, previously made between the parties of this Agreement concerning such matters.

12.2 If any of the provisions of the Agreement are unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity does not nullify the Agreement as a whole.

12.3 A waiver of any breach or default under the Agreement by either party of this Agreement shall not constitute a waiver of any other or subsequent breach or default. The failure by either party of this Agreement to enforce compliance with any term or condition of the Agreement shall not constitute a waiver of any such term or condition unless such term or condition is expressly waived in writing.