

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

1. Scope

These Terms and Conditions govern the terms and conditions concerning private 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 consultants, agricultural experts, auditors, inspectors, or any other Clients ("Client") for training or taking exams. The specifics of each training/workshop are agreed upon between GLOBALG.A.P. and the Client in a contract to which these Terms and Conditions apply ("Contract").

2. Obligations of the Client

2.1 The Client shall provide a contact person for GLOBALG.A.P. before and during each training/workshop, which is fluent in English.

2.2 The Client shall be responsible for inviting the participants who may consist of the Client's employees, staff or business partners, if not otherwise provided in the Contract.

2.3 The Client notices that an in-depth self-preparation of the participants is crucial for the success of the workshop.

2.4 The Client shall be responsible for making the link available to the participants that was provided to him by GLOBALG.A.P. prior to the training/workshop in order give participants access to the GLOBALG.A.P. Academy and therewith to self-paced training modules and training material if applicable.

2.5 In case of online training, the Client shall ensure that participants can connect to the online training/workshop via the requested application and with a proper internet connection sufficient for live video and that the required app for the training/workshop is working for their device.

2.6 The Client guarantees that all the participants that the Client might register for the trainings/workshops do not take screenshots, images or other recordings of the contents (e.g. texts, videos, pictures) displayed during the trainings/workshops, or copy or distribute the content of the trainings/workshops in any other way. This shall apply only to the extent that such activity is not expressly permitted in accordance with applicable law.

2.7 In case of face-to-face training, the Client shall organize at its own expense adequate meeting facilities for conducting the workshop. If the workshop includes on-farm-training sessions, the Client shall search for an adequate farm and ensure that the workshop participants are able to visit such farm and participate in the training at such farm. More detailed requirements in this regard are stipulated in the contract.

2.8 The Client shall be responsible for the safety of the participants at the meeting facilities and during the on-farm-training sessions and ensure that any special safety measures that are necessary will be taken. If necessary,

the Client shall organize protective gear for the participants and ensure that the participants are familiar with the adequate use of the protective gear, and that they will receive all necessary safety instructions.

3. Obligations of GLOBALG.A.P.

3.1 GLOBALG.A.P. shall provide a qualified trainer/instructor who will conduct the training/workshop.

3.2 Upon request by the Client and if applicable for the training scope, GLOBALG.A.P. shall provide online exams.

3.3 GLOBALG.A.P. shall provide all necessary workshop materials and documents as set forth in the Contract.

3.4 GLOBALG.A.P. shall provide certificates of attendance or exam result certificates for every training/workshop. For this reason, GLOBALG.A.P. processes the data collected during the workshop (participant data and exam results) in accordance with sec. 12 of these Terms and Conditions.

3.5 In case the training/workshop is conducted online, GLOBALG.A.P. shall provide a link to the Client to attend the training/workshop prior to its start.

4. Copyright and Grant of GLOBALG.A.P. License

4.1 GLOBALG.A.P. remains 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.

4.2 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.

4.3 The Client shall not, at any time, act in a way that could suggest to third parties that the Client is the creator of the training/workshop material, an affiliated company of GLOBALG.A.P. or linked to GLOBALG.A.P. via a joint venture. In particular, the Client is not entitled to remove or alter the company name, logo, copyright or proprietary notice of GLOBALG.A.P. which might be shown on the training/workshop material.

4.4 GLOBALG.A.P. hereby grants, during the term of the contractual relations according to sec. 8.1, a non-exclusive, non-sublicensable, and non-transferable license to the Client to use the training/workshop materials for the sole purpose of studying the training/workshop.

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

4.6 The Client 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 Client shall not use the materials in any way for their own activities as a reviewer or provider of online or face-to-face training/workshops.

4.7 The Client 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.

4.8 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.

5. Photos of Participants; License to use Photos, Indemnification

5.1 If the Client takes any photos or lets a third party take photos during the training/workshop, in particular photos of the participants, the Client shall upon request by GLOBALG.A.P. forward such photos after the end of the workshop to GLOBALG.A.P. The Client shall ensure that the participants consent to the use of the photos as further stipulated in this section 3.

5.2 The Client hereby grants to GLOBALG.A.P. a perpetual, worldwide, royalty-free and non-exclusive license to use the provided photo(s) for the limited purpose of operating, promoting and improving GLOBALG.A.P.'s services, including the right to archive the photo and to publish it in all media, in particular via the GLOBALG.A.P. website and social media channels.

5.3 The Client guarantees that all pictured persons have agreed to the aforementioned use of the photo(s) and that the photo(s) neither violate any applicable law nor any third-party rights.

5.4 The Client will indemnify GLOBALG.A.P. at first request from any third-party claims arising out of a breach of such guarantee, including but not limited to reimbursement of attorney fees in a reasonable amount.

6. Remuneration / Workshop Fees

6.1 The Client may pay a fee for the training/workshop or exam as stipulated in the Contract or the GLOBALG.A.P. fee table in its latest version or in the training/workshop description.

6.2 Invoices are sent electronically.

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

6.4 GLOBALG.A.P. reserves the right to block the online access to the training material a training/workshop or exam or refuse the conduction of the training/workshop if the invoice is not paid prior to the beginning of the training/workshop: 14 days prior to online-trainings and 30 days prior to face-to-face trainings if not stated differently.

7. Indemnification; Liability

7.1 The Client 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 the Client's obligations under the Contract or these Terms and Conditions.

7.2 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 Client 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 Contract 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").

8. Term and Termination

8.1 The Contract and these Terms and Conditions shall take effect on the date when the Client agrees to these Terms and Conditions by signing the Contract and shall run until the end of a training/workshop or exam.

8.2 Either party is entitled to terminate the Contract and these Terms and Conditions for good cause.

8.3 Good cause for the other party shall include, but is not limited to, instances where:

- a) one of the parties breaches a provision of the Contract or these Terms and Conditions, and after having received written notice of the breach, fails to cure the breach within thirty (30) days thereafter;
- b) either party 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 which are not dismissed within

thirty (30) days, or a receiver is appointed for the assets of either party;

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

9. Cancellation of Trainings/Workshops

9.1 GLOBALG.A.P. reserves the right to cancel trainings/workshops for organizational or commercial reasons. In case of such cancellation, GLOBALG.A.P. offers a voucher to the Client in the full amount of the fees already paid by the Client for the training/workshop. The voucher can be redeemed by the Client for any future trainings/workshops of GLOBALG.A.P. In case the Client refuses the voucher, GLOBALG.A.P. refunds the fees for cancelled training/workshops to the Client. The refund does not comprise any costs for travel or accommodation. The Client is requested to book transport or accommodation means where cancellation is possible free of charge.

9.2 If the Client has to cancel a workshop, the Client shall inform GLOBALG.A.P. immediately. The Client 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. The Client has no right to a refund in the event of any later cancellations. In case GLOBALG.A.P. owes a refund to the Client, GLOBALG.A.P. will refund the Client any training/workshop fees paid to GLOBALG.A.P. minus all costs and expenses already incurred by GLOBALG.A.P. with regard to the training/workshop at the time of cancellation, including, but not limited to, costs for the compilation and production of the training/workshop materials, costs for the organization of the training/workshop, and the trainer's fees (hereinafter, the "**Workshop Expenses**"). If the Workshop Expenses exceed the training/workshop fees, no refund will be made. If the Client has not paid the training/workshop fees until cancellation, GLOBALG.A.P. is entitled to claim compensation for the Workshop Expenses up to the amount of the training/workshop fees which would have been payable by the Client to GLOBALG.A.P.

10. Assignment of rights

The Client shall not assign any rights or obligations under the Contract or these Terms and Conditions to any third parties without GLOBALG.A.P.'s prior written consent.

11. Annexes

11.1 The Annexes to the Contract are part of the Contract.

11.2 GLOBALG.A.P. shall inform the Client without undue delay of any alterations/amendments of the Annexes. The altered/amended Annexes are part of the Contract, provided that the Client does not object to the alteration/amendment within two (2) weeks of being informed of the alteration/amendment. If the Client objects to the alteration/amendment, both parties are entitled to terminate the Contract and these Terms and Conditions within two (2) weeks of the receipt of the objection by GLOBALG.A.P.

12. Data Protection

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

12.2 GLOBALG.A.P. processes the Client's personal data or the personal data of Client's employees who might participate in the trainings/workshops 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/global-gap/PrivacyPolicy.faces>.

12.3 The Clients 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 Client whose personal data will be processed by GLOBALG.A.P. under the Contract prior to such processing.

13. Confidentiality and Return of Documentation

13.1 The Client is obliged to treat as strictly confidential all confidential matters and business secrets of GLOBALG.A.P. or undertakings associated with GLOBALG.A.P. including, without limitation, procedures, data, know-how, marketing plans, business planning, unpublished balance sheets, budgets, licenses, pricing, costs and Client and supplier lists, technical and other business information, intentions, experiences, knowledge and other documents, whether written or oral, of which the Client obtains knowledge during exercise of its duties for GLOBALG.A.P. or which are designated as confidential by GLOBALG.A.P.

13.2 The Client shall, upon effective termination of the contractual relations with GLOBALG.A.P., without being asked, and during the existence of the contractual relations with GLOBALG.A.P., upon request, return to GLOBALG.A.P. all of GLOBALG.A.P.'s property and all documentation in the Client's possession as stated in section 11.1 above, which relates to GLOBALG.A.P. or to its associated undertakings

(as well as copies or other reproductions thereof). The same applies to electronically stored data, e.g. computer programs or data on disks.

13.3 The Client recognizes that GLOBALG.A.P.'s property and the documentation referred to above are the sole property of GLOBALG.A.P. or its associated undertakings. The Client has no right of retention with regard to such property and the documentation referred to.

13.4 The confidentiality obligation shall not apply to information and documents

- which are already known to, or in the possession of the Client prior to receipt of such information;
- which are legally received by the Client from a third party without any confidentiality obligation;
- which are in the public domain or enter the public domain through no wrongful act of the Client;
- which can be proven by the Client to have been developed independently of confidential information received from GLOBALG.A.P.;
- to the extent and in the manner approved in writing by the disclosing GLOBALG.A.P.; and
- which are required to be disclosed by applicable law, regulation or legal process.

If and when requested, the Client has to provide evidence of facts constituting one of the aforementioned exemptions.

14. Compliance

14.1 During the term of the Contract or these Terms and Conditions (cf. sec. 8.1), the Client 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, busi-

ness partners of GLOBALG.A.P. including Clients, certification bodies, or registered producers.

14.2 The Client shall not represent any conflicting or competing interests and shall inform GLOBALG.A.P. about any relationships that may influence Client's behavior and/or judgement.

14.3 The Client shall not communicate, publish, discuss or disclose any information or give any statement or interview related to GLOBALG.A.P. unless authorized by GLOBALG.A.P.

14.4 The Client 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.

14.5 The Client 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.

14.6 The Client 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. The Client 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.

14.7 The Client shall co-operate in any inquiry in the event of any alleged breach of these Terms and Conditions or the Contract.

14.8 Failure to comply with this section 12 may result in legal actions by GLOBALG.A.P.

15. Governing Law and Jurisdiction

15.1 The Contract and these Terms and Conditions are exclusively governed by and construed in accordance with German law.

15.2 All disputes arising out of or in connection with the Contract and these Terms and Conditions or their validity shall be finally settled in accordance with the Arbitration Rules of

the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Cologne, Germany. The number of arbitrators is three (3); however, in cases where the amount in dispute is below EUR 100,000.00, the number of arbitrators shall be one (1). The language of the arbitral proceedings is English unless the Client is seated or has his permanent residence in Germany. In that case, the language of the arbitral proceedings shall be German.

16. Miscellaneous

16.1 These Terms and Conditions, the Contract and all Annexes to the Contract set out the entire agreement and understanding between the parties relating to the matters addressed therein and supersede all other agreements, whether verbal or written, previously made between the parties concerning such matters.

16.2 If any of the provisions of these Terms and Conditions or the Contract are unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity does not nullify the Contract and these Terms and Conditions as a whole. The parties undertake to replace an ineffective provision of this kind with an effective provision that corresponds to what the parties would have agreed upon, in terms of the contractual purpose, if they had been aware of the ineffectiveness of this provision when the contract was being concluded. The same shall apply to any gaps or loopholes in the provisions and to any unenforceable provisions.

16.3 A waiver of any breach or default under the Contract or these Terms and Conditions by either party shall not constitute a waiver of any other or subsequent breach or default. The failure by either party to enforce compliance with any term or condition of the Contract or these Terms and Conditions shall not constitute a waiver of any such term or condition unless such term or condition is expressly waived in writing.