

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

1. Scope

These Terms and Conditions (hereinafter referred to as **"the Agreement"**) govern the Terms and Conditions concerning GLOBALG.A.P. trainings/workshops. Agraya GmbH (hereinafter referred to as **"the Provider"**) offers online services and face-to-face trainings/workshops to auditors, inspectors, or any other customers (hereinafter referred to as **"the Customer"**) for training or taking exams.

2. Grant of GLOBALG.A.P. license

2.1 The Provider shall at all times remain the owner of the intellectual property rights in the trainings/workshops, exam questions, or any other training/workshop materials. The Provider shall also hold all necessary rights and licenses when using 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 thereof, shall be reproduced, copied, stored in a retrieval system, or transmitted in any form or by any means without the Provider's prior written permission.

2.3 The Provider hereby grants the Customer, during the term of this Agreement, a non-exclusive, non-sublicensable, and non-transferable license to use the training/workshop materials solely for the purpose of studying the respective training/workshop.

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

2.5 The Customer shall not modify, copy, reproduce, republish, 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, the Customer shall not use the materials in any way for their own activities as a reviewer or provider of online training/workshops. Any violation of the applicable exam rules may, at the discretion of the Provider, result in the immediate suspension of the respective participant from all activities offered by the Provider (including training, auditing, committee membership, certification decision-making etc.).

2.6 The Customer shall not modify, adapt, merge, translate, disassemble, decompile, recompile, or reverse engineer any software constituting part of the training/workshop materials, nor create derivative works based on the whole or any part thereof, or 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 the Provider's copyright or other intellectual property rights.

3. Remuneration

3.1 The Customer shall pay the fee for the training/workshop or exam as stipulated in the Provider's most recent fee table in its latest version or in the training/workshop description.

3.2 Invoices shall be sent electronically.

3.3 Invoices issued by the Provider shall be due and payable immediately upon the date of the respective invoice.

3.4 Regarding online services, the Provider reserves the right to block online access to a training/workshop or exam if the invoice is not paid when due. The Customer shall not be permitted to participate in any face-to-face training/workshop unless the invoice has been paid in advance.

4. Liability

4.1 The Customer shall indemnify and hold harmless the Provider and its associated undertakings against any direct or indirect damages and costs (including defense costs) sustained or incurred by the Provider or its associated undertakings arising out of any culpable violation of the Customer's obligations under this Agreement.

4.2 The Provider shall be liable to the full extent of any damages in the event of intentional conduct (**"Vorsatz"**) or gross negligence (**"grobe Fahrlässigkeit"**), culpable injury to life, body, or 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 Agreement and upon which the Customer relies and is entitled to rely - the Provider shall assume liability on the merits. In such cases the Provider's liability shall be limited to damages which are typical for the Agreement and reasonably foreseeable. Any further liability of the Provider shall be excluded. This limitation of liability shall apply in favor of the Provider's statutory representatives, executives



("leitende Angestellte"), and vicarious agents ("Erfüllungsgehilfen").

5. Term and Termination

5.1 This Agreement shall take effect on the date the Customer agrees to these Terms and Conditions and shall remain in force until the end of the relevant training/workshop or exam. The Customer shall be entitled to a full refund of the training/workshop fee if written notice of cancellation is submitted no later than 4 (four) weeks prior to the start of a training/workshop. The Customer shall have no right to a refund in the event of any later cancellations.

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

5.3 For the purposes of this Agreement, "good cause" shall include, but is not limited to the following instances:

- a) Either party to this Agreement breaches any 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 to 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 and are not dismissed within thirty (30) days, or a receiver is appointed for the assets of either party.
- c) The Customer is in default with payments due under this Agreement and fails to cure within one (1) month of receipt of a written reminder from the Provider.

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

6. Cancellation of trainings/workshops by the Provider

The Provider reserves the right to cancel trainings/workshops for organizational or commercial reasons. In such cases the Provider shall refund any fees paid for cancelled training/workshops but shall not reimburse any costs for travel or accommodation. The Customer shall ensure that any transport or accommodation bookings include the option of free cancellation.

7. Assignment of rights

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

8. Annexes

8.1 The Annexes to the Agreement form an integral part of the Agreement.

8.2 The Provider shall inform the Customer without undue delay of any alterations or amendments to the Annexes. Such altered or amended Annexes shall form part of the Agreement unless the Customer objects to the alteration or amendment within two (2) weeks of being informed thereof. If the Customer objects to the alteration/ amendment, either party of this Agreement shall be entitled to terminate the Agreement within two (2) weeks of the Provider's receipt of the objection.

9. Data Protection

9.1 Both parties of this Agreement shall comply with all applicable data protection regulations at all times, in particular the European General Data Protection Regulation 2016/679 ("GDPR").

The Provider shall process the Customer's personal data solely for the purpose of performing online services and trainings/workshops, including training or taking exams, on the legal basis of Art. 6(1) b) GDPR. Further information on the processing of personal data by the Provider can be found in GLOBALG.A.P. privacy policy under <https://www.globalgap.org/privacy/>.

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

10. Compliance

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

10.2 The Customer shall not represent any conflicting or competing interests and shall inform the Provider about any relationships that may influence the Customer's behavior and/or judgement.

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

10.5 The 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. In particular, the Customer is prohibited from offering any services, gifts, or other advantages to third parties with the intent to influence such parties' personal conduct in relation to the performance of their professional duties.

10.6 The Customer shall cooperate in any inquiry in the event of an alleged breach of this Agreement.

11. Governing law and jurisdiction

11.1 The Agreement shall be exclusively governed by and construed in accordance with the laws of Germany.

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

12. Miscellaneous

12.1 This Agreement constitutes the entire agreement and understanding between the parties relating to the matters addressed herein and supersedes all prior agreements, whether oral or written, made between the parties concerning such matters.

12.2 If any of the provisions of this Agreement is held to be unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not

affect the validity of the Agreement as a whole.

A waiver by either party of any breach or default under this Agreement 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 this Agreement shall not constitute a waiver of any such term or condition unless expressly waived in writing.