

# General Terms and Conditions for Training Services

## **1. Subject matter, conclusion of the contract**

1.1 These general terms and conditions of business apply for all training and certification programs delivered by Stichting Reckoning (subsequently referred to as InSite).

1.2 Participants must register in advance to take part in InSite trainings or Leadership Programs. Registration consists of filling out a form, either by hand or online, that is provided by InSite. Registration also includes selecting the training session the participant intends to attend. The current InSite's Website provides a list of training services and Leadership Programs offered. If participants are under 18, a meeting is required with parents and the parent/student agreement must be signed and submitted.

1.3 InSite will then submit an invoice of the selected services to the participant. The contract only takes effect once the invoice has been paid.

## **2. Conducting training**

2.1 InSite is responsible for conducting training or for contracting a third party to conduct training. InSite is entitled to transfer the duties of the contract to a third party to perform and to change the contents of training sessions as long as the objective of the training is not compromised. InSite may cancel training, change the date or time of training or designate the training location with advance notice.

2.2 InSite will make every effort to provide the participant with all important knowledge during training sessions, as per the training plan and the current training documents.

2.3 InSite will conduct training on its own premises, on the participant's premises, or at another mutually agreed upon location. Training is to be conducted during the dates specified by InSite and confirmed by the participant.

2.4 If training takes place on InSite premises, InSite will provide each participant with the training manual. Participants are responsible for incidental expenses (travel, accommodation, additional meals, etc.).

2.5 If training takes place on the participant's premises, the participant will provide the infrastructure necessary for training, and is responsible for obtaining Internet connections if required.

2.6 Participants will receive a certificate confirming participation upon completion of training.

## **3. Compensation and terms of payment**

3.1 Costs covered by the participant will be specified in writing in the contract and will include additional sales tax as required by law. If the parties do not specify the amount of compensation, the InSite price list in effect at the time of conclusion of the contract will apply.

3.2 All fees are due upon receipt of an invoice and must be paid in full within 10 days.

3.3 If payment is not made on time, InSite may charge a late fee of up to 9% but at least 5% over the European Central Bank (ECB) base interest rate.

3.4 The participant is in default if he/she does not pay following receipt of a reminder sent by InSite once the due date has been reached. The legal regulation, which automatically takes effect 30 days after default on an invoice, remains valid.

#### **4. Termination by InSite**

4.1 InSite is entitled to terminate this contract if excess or insufficient registration cannot guarantee proper or economically feasible training. InSite is also entitled to terminate the contract due to instructor illness, technical reasons, or other reasons beyond InSite's control.

4.2 Before exercising this right to termination, InSite will make every effort to reschedule training, with the participant's consent. In case of rescheduling, the contract will remain in effect and will be amended with the consent of both parties. If the parties cannot agree on the amendment to the contract, the contract will be terminated, and any fees paid by the customer will be reimbursed.

#### **5. Termination by the customer**

5.1 If the participant is unable to attend, the customer is obligated to notify trainer and make up the session if possible.

5.2 The participant is entitled to terminate the contract via written notice at any time.

5.3 The participant must not pay any fees if InSite receives notice of termination on or before the 10th business day before the first day of training. The participant must pay 50% of the agreed costs if he/she terminates the contract between 10 and 5 business days before the first day of training or certification. The participant must pay 100% of the costs if he/she terminates the contract within 5 business days of the first day of training or before the certification examination.

5.4 Rights to further claims are reserved by InSite. This especially concerns cancellation costs for travel already booked to the customer's premises or to any other agreed-upon location.

#### **6. Right to training documents, software**

6.1 All training documents are intended for the exclusive personal use of the participant. 6.2 The participant recognizes InSite's copyright and therefore the exclusive distribution rights and right of use of training documents.

6.3 InSite gives the participant the single and non-transferable right to use training documents for purposes stipulated in the contract. The participant is not allowed to reproduce the training documents, in particular to process them in electronic systems, duplicate, or modify them in any way, or distribute them in any form to third parties. All embedded knowledge and teaching systems provided by InSite to the participant on data storage media or made available on electronic networks are considered training documents.

6.4 In addition, the participant recognizes all of InSite's brand, trademark, name, and patent rights to the related documents. The participant may not remove, modify, or render unrecognizable copyright indications or indications of property rights.

#### **7. Confidentiality**

7.1. The participant is obligated to keep confidential all business and company secrets made known to him/her during training. This obligation is not limited to the training period. The participant may not share these with a third party or use them for his/her own purposes without written permission from InSite.

## **8. Liability**

8.1 IntSite is only liable to the participant, regardless of legal grounds, for willful misconduct or gross negligence on the part of InSite itself or its employees.

8.2 InSite is only liable for slight negligence if provisions of the contract, which have a particular importance for achieving the purpose of the contract and can therefore be considered to be fulfilled, are violated. In this case, liability for damages, consequential harm caused by a defect, not specified in the contract is excluded. Liability is limited to the amount specified in InSite's liability insurance for one single case of damage.

8.3 Contractual claims for damages by the participant against IntSite are subject to a limitation period of six months from the date on which the right arose, notwithstanding shorter legal limitation periods.