

## **1. GENERAL TERMS AND CONDITIONS**

**1.1** GCP CENTRAL B.V., a company legally constituted under the laws of the Netherlands, registered in the trade register of the Chamber of Commerce under number 55249922 (hereinafter: "**GCP CENTRAL**").

**1.2** GCP CENTRAL is in the business of providing (e-)learning solutions and educational service, including but not limited to online, offline and blended training courses (hereinafter: "**PLATFORM**").

**1.3** These terms and conditions apply to every offer of, agreement with, assignment granted to and/or legal act or service performed by GCP CENTRAL in relation to a counterparty (hereinafter: "**COUNTERPARTY**"), including every follow-up assignment or altered or supplementary assignment.

**1.4** These terms and conditions also apply for the benefit of everyone who works or worked at/for GCP CENTRAL (as an independent contractor or as an employee), any person engaged by GCP CENTRAL, including any of their heirs, and all persons for whose acts or omissions GCP CENTRAL is or may be liable.

**1.5** The applicability of general terms and conditions of COUNTERPARTY is hereby expressly excluded.

## **2. ASSIGNMENTS AND AGREEMENTS**

**2.1** Each time that COUNTERPARTY wishes to grant an assignment to, receive a service or product from or enter into an agreement with GCP CENTRAL, an agreement (hereinafter: "**AGREEMENT**") is only established once a duly authorized representative of GCP CENTRAL accepts it in writing. In principle, an AGREEMENT is executed by way of a written contract signed by both parties.

**2.2** Data and statements mentioned in drawings, images, catalogues, websites, offers, advertising material and standard sheets, etc. are not binding on GCP CENTRAL, except if GCP CENTRAL expressly and unreservedly states otherwise.

**2.3** All assignments will be deemed to have exclusively been given to and accepted by GCP CENTRAL, even if it is the explicit or tacit intention that the assignment will be performed by certain persons. GCP CENTRAL is free to decide which of its partners or employees will be involved in the execution of the assignment. The applicability of Section 7:404 of the Dutch Civil Code (*Burgerlijk Wetboek*), which provides for a stipulation in the latter case, and Section 7:407 subsection 2 of the Dutch Civil Code (*Burgerlijk Wetboek*), which creates joint and several liability in the event that two or more persons are given an assignment, is excluded in its entirety.

**2.4** The obligation of GCP CENTRAL to provide services to COUNTERPARTY consists of a commercially reasonable efforts obligation (*inspanningsverplichting*) that is based on the information provided by COUNTERPARTY and the nature of the AGREEMENT. COUNTERPARTY is obliged to inform GCP CENTRAL of all facts and circumstances that may be relevant for the correct performance by GCP CENTRAL of the services as well as all data and information required by GCP CENTRAL. The COUNTERPARTY guarantees the correctness and completeness of all data and information provided to GCP CENTRAL.

**2.5** If any provision of an AGREEMENT or any other agreement conflicts with any of the provisions of these terms and conditions, the provisions of these terms and conditions prevail, unless the AGREEMENT or such other agreement specifically states otherwise.

## **3. PRICE, PAYMENT AND SECURITY**

**3.1** COUNTERPARTY must pay GCP CENTRAL the amounts specified in the AGREEMENT.

**3.2** Unless expressly stated otherwise, all prices exclude turnover tax (VAT) and other existing or future government-imposed levies. Unless otherwise agreed, all prices are always expressed in Euros and COUNTERPARTY must make all payments in Euros.

**3.3** GCP CENTRAL is entitled at all times to adjust prevailing prices and rates.

**3.4** COUNTERPARTY will pay any invoice within fourteen (14) days of receipt of the invoice, unless agreed otherwise and if GCP CENTRAL confirms such further arrangement to COUNTERPARTY in writing.

**3.5** COUNTERPARTY is required to notify GCP CENTRAL in writing of any complaints regarding invoices sent by GCP CENTRAL within eight (8) days of the date of the invoice in question. Once this period has expired, it will no longer be possible to handle complaints and COUNTERPARTY will have waived its (alleged) rights.

**3.6** If an invoice is not paid in full on the due date, COUNTERPARTY will be in default by the mere expiry of the term, without any notice of default being required.

**3.7** If and for as long as COUNTERPARTY has not paid all amounts due to GCP CENTRAL on whatever ground, GCP CENTRAL is entitled to suspend performance until payment in full has taken place.

**3.8** Access to the PLATFORM will only be given to COUNTERPARTY if all associated due amounts have been credited to the account of GCP CENTRAL.

**3.9** COUNTERPARTY is not entitled to suspend any payments or to offset any amounts due, unless GCP CENTRAL has agreed in writing to a specific suspension or set-off and the reason for the suspension or the set off has been unconditionally acknowledged by GCP CENTRAL in writing.

**3.10** If an invoice is not paid in full on the due date, COUNTERPARTY will be obliged to pay GCP CENTRAL interests equal to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek*) plus 2% and all the claims that GCP CENTRAL has against COUNTERPARTY, on whatever ground, will be due and payable immediately and in full. With regards to the computation of interest due part of a month is considered as a full month.

**3.11** If an invoice is not paid in full on the due date, COUNTERPARTY will be obliged to compensate GCP CENTRAL for all costs that it incurred or incurs in relation to the collection of the amounts due, particularly costs related to:

a) invoices issued by lawyers for their services, both in and out of court, even if the costs in question exceed the amounts assessed by the court, the cost of bailiffs, agents and collection agencies, as well as all enforcement costs; extrajudicial costs will be fixed at 15% of the principal amount, subject to a minimum of € 150 (hundred fifty euros);

b) the costs of an application for bankruptcy.

**3.12** The payments made by COUNTERPARTY will at all times serve firstly to settle all costs and interests due and subsequently the invoices due and payable longest, even if COUNTERPARTY states that the settlement relates to a later invoice. All payments must be made without any deduction, discount or set-off.

**3.13** GCP CENTRAL has the right to offset any amount it owes COUNTERPARTY on whatever ground, against each claim GCP CENTRAL has against COUNTERPARTY, on whatever ground, including a conditional and/or reasonably foreseeable claim.

**3.14** Even during the execution of an AGREEMENT and irrespective of whether one or more invoices that are due and payable have not been paid, or have not been paid in full, GCP CENTRAL will be entitled to require prepayment, a bank guarantee or an equivalent security as a guarantee for payment of the amounts due. COUNTERPARTY will then be obliged to comply with any such requirement. In this situation, GCP CENTRAL will also be entitled to suspend performance of its obligations vis-à-vis COUNTERPARTY until payment has been made or security has been provided. The same applies if GCP CENTRAL has reasons to doubt the willingness of COUNTERPARTY to pay and/or its creditworthiness. If COUNTERPARTY refuses to comply with the requirements stipulated by GCP CENTRAL, GCP CENTRAL will be free to consider the AGREEMENT dissolved (*ontbonden*), without prejudice to its rights to compensation of all losses, costs and loss of profits.

**3.15** If an attachment is levied against COUNTERPARTY at any time, COUNTERPARTY will notify GCP CENTRAL of this situation within twenty-four (24) hours. If COUNTERPARTY is not the end user of the products or services supplied by GCP CENTRAL, GCP CENTRAL will be entitled to notify the end user of a payment arrears if it amounts to at least three (3) months and to enter into an agreement with the end user directly if necessary.

**3.16** If and as soon as COUNTERPARTY is declared bankrupt or an application has been filed to that effect, COUNTERPARTY applies for a suspension of payments, or COUNTERPARTY loses control over all or some of its assets as a result of an attachment, a guardianship order or otherwise, GCP CENTRAL will be entitled to terminate the AGREEMENT without judicial intervention and without any notice of default being required, unless the receiver or the administrator recognizes the obligations ensuing from the AGREEMENT as estate debts.

**3.17** GCP CENTRAL is entitled to exercise the rights it has pursuant to this article vis-à-vis an affiliate of COUNTERPARTY, at any time and in respect of any claim GCP CENTRAL has against COUNTERPARTY and/or such affiliate, regardless of the grounds. A company will be deemed an affiliate of COUNTERPARTY if 50% or more of said company belongs to COUNTERPARTY, if COUNTERPARTY is directly or indirectly controlled by said company, or if COUNTERPARTY exercises control over 50% or more of said company and/or COUNTERPARTY and the company form part of the same group of companies.

**3.18** The relevant documents and data from GCP CENTRAL's accounting records or systems constitute conclusive evidence of the amounts due by COUNTERPARTY in relation to the AGREEMENT, notwithstanding COUNTERPARTY's right to provide evidence to the contrary.

## **4. CONFIDENTIALITY**

**4.1** During the term of an AGREEMENT and for a period of five (5) years following the termination of an AGREEMENT, COUNTERPARTY must hold in strict confidence, not reveal, publish, use to the detriment of GCP CENTRAL or otherwise disclose or make available in whatever way to any third party any information of a confidential nature and/or knowledge directly or indirectly related to GCP CENTRAL's business, products, procedures and all related intellectual property rights without the prior and express written consent of GCP CENTRAL, except and only insofar as may be necessary by reason of legal, accounting or regulatory requirements. COUNTERPARTY must protect such confidential information from unauthorized use, disclosure, copying and/or loss. COUNTERPARTY may not analyze or have analyzed in any way objects, samples or materials of, or related to GCP CENTRAL for the purpose of determining its composition or to have it reverse engineered in any way whatsoever. COUNTERPARTY may not alter, modify, disassemble, reverse engineer or decompile any confidential information nor use any confidential information for any purpose except for the agreed purpose. COUNTERPARTY must apply no lesser security and degree of care to the confidential information as it would apply to its own confidential or proprietary information or data, but in any event no lesser security and degree of care than reasonable to ensure confidentiality.

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- 4.2** GCP CENTRAL is entitled to use COUNTERPARTY's confidential information internally for reference, pedagogical and methodological purposes.
- 4.3** GCP CENTRAL is entitled to disclose that COUNTERPARTY has retained GCP CENTRAL for professional services, unless COUNTERPARTY specifically states in writing that such disclosure is not to be made.
- 4.4** If requested by GCP CENTRAL COUNTERPARTY will upon termination or expiration of any AGREEMENT, promptly deliver all received confidential information to GCP CENTRAL and will destroy any abstracts or summations of such information made by COUNTERPARTY and will certify in writing its compliance with this article. All information which by virtue of its nature cannot be returned, must be destroyed or deleted and so certified by COUNTERPARTY.
- 4.5** All confidential information is, and remains, the property of GCP CENTRAL.

### **5. DATA PROCESSING AND CODES**

- 5.1** COUNTERPARTY is fully responsible for the data that it processes in the context of a service or product of GCP CENTRAL or when using the PLATFORM as well as for the data it has GCP CENTRAL otherwise processed. COUNTERPARTY warrants towards GCP CENTRAL that the content, use and/or processing of the data is not unlawful and does not infringe any third-party rights.
- 5.2** COUNTERPARTY indemnifies, defends and holds GCP CENTRAL, its employees and contractors harmless from any and all third-party claims or demands for damages, liabilities, losses, actions and/or suits, on whatever ground, including reasonable legal fees, court of arbitration costs and administrative fines pursuant to Regulation (EU) 2016/679 (hereinafter: "GDPR"), arising directly or indirectly in connection with this data or the performance of an AGREEMENT.
- 5.3** GCP CENTRAL is entitled to assign access or identification codes to COUNTERPARTY. GCP CENTRAL is entitled to alter the assigned access or identification codes. COUNTERPARTY must hold access and identification codes in strict confidence and treat them with care and only disclose these to authorized members of staff. GCP CENTRAL will not be liable under any circumstances for damage or costs arising from the use or misuse of access or identification codes.
- 5.4** If necessary for the performance of an AGREEMENT, COUNTERPARTY must on request inform GCP CENTRAL in writing about the way in which COUNTERPARTY performs its legal obligations regarding the protection of personal data, including those pursuant to the GDPR.
- 5.5** COUNTERPARTY indemnifies GCP CENTRAL against claims of persons whose personal data is recorded or processed (including data subject as mentioned in the GDPR) in the context of a register of personal data that is maintained by COUNTERPARTY or for which COUNTERPARTY is otherwise responsible, unless COUNTERPARTY proves that the facts on which a claim is based are directly attributable to GCP CENTRAL.

### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1** All intellectual property rights vested in software, websites, data files, hardware and other materials and/or works, including but not limited to analyses, designs (including the functional and the educational design), documentation, reports and offers related to an AGREEMENT and/or its components (where intellectual property includes but is not limited to patents, design rights, copyrights, trademarks, source code, database rights, knowhow and/or proprietary information, including reissues, divisions, continuations and extensions thereof and any other form of protection afforded by law to software, models, designs, confidential information or technical information in any form, and applications therefore) as well as those developed, invented, purchased or otherwise acquired by GCP CENTRAL and/or its holding eSophos B.V. registered under number 55249728, whether or not in the course of performance under an AGREEMENT (hereinafter: "IP"), belong exclusively to GCP CENTRAL or eSophos.
- 6.2** Unless expressly agreed otherwise in writing, COUNTERPARTY is merely given a non-exclusive, non-transferable and non-sub licensable user right with regards to the IP and the PLATFORM, to the extent this is necessary for the performance of the AGREEMENT.
- 6.3** COUNTERPARTY may not remove or alter any reference relating to the confidential nature or to copyright, trademarks, trade names or any other IP from or on the software, websites, data files, hardware or material.
- 6.4** All IP to the PLATFORM in its fullest extent, whether now existing or created after, are and/or shall be fully vested in GCP CENTRAL or eSophos only.
- 6.5** If and as soon as GCP CENTRAL deems it necessary, COUNTERPARTY shall, at GCP CENTRAL's first request, sign a deed and/or (other) documents, in order to rightly transfer the IP to GCP CENTRAL.
- 6.6** Even if the AGREEMENT does not specifically provide for such a right, GCP CENTRAL is allowed at all times to introduce technical measures to protect the IP. This could entail a restriction of the content or duration of the right to use items or the PLATFORM. COUNTERPARTY may never remove, bypass or arrange for the removal or bypassing of such a technical measure. COUNTERPARTY may not derive any rights from the lack of such technical measures.
- 6.7** COUNTERPARTY shall not sell, redistribute or reproduce any GCP CENTRAL product or material, nor decompile, reverse engineer, disassemble or otherwise convert any IP and/or GCP CENTRAL product to a human-perceivable form. If material is downloaded from the website of GCP CENTRAL this material, including all files and images, contained in or generated by the material, as well as all accompanying data shall be deemed licensed to COUNTERPARTY by GCP CENTRAL for personal, non-commercial use only. COUNTERPARTY and/or its users may download or print a single copy for their personal non-commercial viewing.
- 6.8** COUNTERPARTY must refrain from carrying out or having carried out trademark applications or other applications in its own name, for protection regarding intellectual property that is identical or comparable to the intellectual property owned by GCP CENTRAL or eSophos. COUNTERPARTY must also refrain from other actions or omissions that (could) lead to a violation of the intellectual property of GCP CENTRAL or damage GCP CENTRAL's reputation in any way.
- 6.9** In the event of any breach of the obligations set forth in this article, COUNTERPARTY shall forfeit, without any notice of default or any other declaration being required, to GCP CENTRAL or its legal successor(s) a penalty, that is immediately due and payable, in the amount of EUR € 25.000 (twenty-five thousand euros) per breach, to be increased by the amount of EUR € 500 (five hundred euros) for each day or part of a day that such breach continues, if and insofar as it is a continued breach. This penalty is without prejudice to the rights of GCP CENTRAL to claim compensation, insofar as the damages incurred exceed the total forfeited penalty, to demand performance, to initiate and conduct (interim) injunction proceedings, in addition to any rights that GCP CENTRAL may have by virtue of law. The penalty is increased by the statutory interests, that become payable as of the day the penalty is due.

### **7. PASSING OF RISK**

- 7.1** The risk of loss, theft, misappropriation or damage of goods, products, data, documents, software, data files or other information, including but not limited to codes, passwords and documentation that are produced or used in connection with the performance of the AGREEMENT or use of the PLATFORM, passes to COUNTERPARTY at the moment that these are sent to COUNTERPARTY by GCP CENTRAL or accessed by COUNTERPARTY.
- 7.2** GCP CENTRAL provides COUNTERPARTY and/or its users with a username and password in order to access the PLATFORM. These usernames and passwords are personal and not transferable.
- 7.3** COUNTERPARTY is liable to pay any amounts due to GCP CENTRAL for services accessed or products purchased through the PLATFORM by its users and/or any third party using a username and password provided to COUNTERPARTY by GCP CENTRAL. COUNTERPARTY shall immediately notify GCP CENTRAL of any breach and/or suspected or expected breach of security concerning a username or password.

### **8. ACCESS OF LEARNING MATERIAL**

- 8.1** GCP CENTRAL will use commercially reasonable efforts to provide uninterrupted access to the PLATFORM. Due to unforeseen circumstances access to the PLATFORM may be suspended, restricted or terminated temporarily. GCP CENTRAL reserves the right to change, modify, substitute or remove without notice any information accessible through the PLATFORM. GCP CENTRAL may fully or partially close down the PLATFORM on a temporary basis for preventative, corrective or adaptive maintenance, to commence after notice has been given to COUNTERPARTY. GCP CENTRAL is not liable for any damage or loss of COUNTERPARTY as a result of the full or partial closure of the service on a temporary basis.
- 8.2** If computer, data or telecommunication facilities, including the internet, are used for the performance of the AGREEMENT, COUNTERPARTY will be responsible for the correct choice of the necessary resources for that purpose and for the punctual and full availability thereof, with the exception of the facilities that fall under GCP CENTRAL's direct use and control. GCP CENTRAL will not be liable under any circumstances for damage or costs arising from transmission errors, the malfunctioning or unavailability of these facilities, unless COUNTERPARTY proves that this damage or cost directly result from deliberate intent or willful recklessness of GCP CENTRAL.
- 8.3** If COUNTERPARTY qualifies as a consumer, when COUNTERPARTY accesses or uses anything provided by GCP CENTRAL that constitutes digital content as mentioned in article 6:230g sub i) of the Dutch Civil Code (*Burgerlijk Wetboek*), COUNTERPARTY is deemed to have given its prior and express consent to the immediate supply of said digital content and to have declared to waive its right to cancel within the 14-day cooling-off period as required by article 6:230p sub g) of the Dutch Civil Code (*Burgerlijk Wetboek*), notwithstanding COUNTERPARTY's right to provide evidence to the contrary.

## **9. DELIVERY PERIODS**

**9.1** All delivery periods and dates mentioned by or agreed with GCP CENTRAL are determined to the best of its knowledge on the basis of the information known to it at the time of entering into the AGREEMENT. Interim delivery dates mentioned by GCP CENTRAL or agreed between the parties always serve as target dates, are not binding on GCP CENTRAL and are only indicative by nature. GCP CENTRAL will use commercially reasonable efforts to observe the agreed delivery periods and dates as far as possible. GCP CENTRAL is not bound by any delivery period or date. As far as possible GCP CENTRAL will notify COUNTERPARTY that a delivery period or date, will be exceeded prior to the expiry thereof. Exceeding a delivery period or date, will not under any circumstances constitute a breach in the performance of the AGREEMENT.

## **10. INDEMNIFICATION**

**10.1** COUNTERPARTY hereby agrees to indemnify, defend and hold GCP CENTRAL, its employees and contractors harmless from any and all third party claims or demands for damages, liabilities, losses, actions and/or suits, including reasonable attorney's fees, court or arbitration costs arising directly or indirectly as a result of the performance of the AGREEMENT, except to the extent that any such claims directly result from deliberate intent or willful recklessness of GCP CENTRAL in the performance of the AGREEMENT.

## **11. LIABILITY**

**11.1** GCP CENTRAL will perform assignments or AGREEMENTS exclusively for COUNTERPARTY's benefit. Third parties cannot derive any rights from the work or services performed and, more generally, the manner in which assignments or AGREEMENTS have or have not been carried out.

**11.2** Each agreement with GCP CENTRAL includes the authority to engage third parties and to accept, also on behalf of COUNTERPARTY, any limitations of liability of third parties. GCP CENTRAL is not liable for the choice or any shortcomings of these third parties, except in the case of deliberate intent or willful recklessness on the part of GCP CENTRAL. The applicability of Section 6:76 of the Dutch Civil Code (*Burgerlijk Wetboek*) is excluded in its entirety.

**11.3** All limitations of liability contained herein also apply in the event that GCP CENTRAL is held liable for mistakes of third parties engaged by GCP CENTRAL or the improper functioning of equipment, software, data files, registers or other goods that GCP CENTRAL uses in the performance of the AGREEMENT, without any exceptions.

**11.4** In the unlikely event that an incident should occur – including any omission – that results in liability on GCP CENTRAL's part, such liability will be limited to the amount that is paid out under the insurance taken out by GCP CENTRAL.

**11.5** GCP CENTRAL is however never liable to pay any damages if COUNTERPARTY was in default with the fulfilment of any obligation towards GCP CENTRAL, on whatever ground, at the time the incident that caused damage occurred.

**11.6** GCP CENTRAL will never be liable for indirect damage or loss and/or consequential damage and/or loss of savings and/or reduced goodwill and/or loss of profits, including but not limited to damage or loss as a result of the inaccessibility of the PLATFORM, its websites for its online services, as well as for damage of downtime.

**11.7** Notwithstanding the aforesaid and regardless of whether an incident is covered by the insurance referred to in the preceding paragraphs, any liability, on whatever ground, including administrative fines imposed pursuant to the GDPR, will be limited to the fee charged or to be charged by GCP CENTRAL in connection with the AGREEMENT in question, the total overall maximum being € 15.000 (fifteen thousand euros).

**11.8** Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code (*Burgerlijk Wetboek*), the right to compensation will in any case expire twelve (12) months after the occurrence of the incident that directly or indirectly caused the loss or damage for which GCP CENTRAL is liable.

**11.9** At the risk of forfeiting the right to make any such claim, COUNTERPARTY must report claims for compensation to GCP CENTRAL in writing within two (2) months of the date on which COUNTERPARTY discovered, or could have discovered, the damage in question.

**11.10** To the extent permitted by applicable law, GCP CENTRAL disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on its website. GCP CENTRAL does not guarantee that the PLATFORM will be fault free and does not accept liability for any errors or omissions. GCP CENTRAL does not give any warranty that its website is free from viruses or anything else, which may have a harmful effect on any technology. GCP CENTRAL makes no representation whatsoever regarding the content of any other websites, which you may access through the PLATFORM. A link to another website does not mean that GCP CENTRAL endorses or accepts any responsibility for the content or use of such website.

## **12. COMPLAINTS**

**12.1** COUNTERPARTY shall inform GCP CENTRAL of any complaints within 30 days of the receipt by COUNTERPARTY of the information or product in relation to the AGREEMENT that the complaint relates to and in case the complaint is reasonably considered justified by GCP CENTRAL, the remedy shall be at the discretion of GCP CENTRAL to re-perform or to terminate the AGREEMENT with a payment obligation of COUNTERPARTY for the parts of the AGREEMENT that were already performed.

## **13. COLLABORATION**

**13.1** COUNTERPARTY must at all times immediately provide all data or information required by GCP CENTRAL and immediately provide all cooperation. If COUNTERPARTY assigns its own employees and/or agents for the purpose of providing cooperation in the performance of the AGREEMENT, these employees and agents must have the necessary knowledge, expertise and experience. COUNTERPARTY indemnifies GCP CENTRAL against all claims and actions, of any nature, brought by these employees and agents against GCP CENTRAL.

## **14. CANCELLATION AND TERMINATION OF THE AGREEMENT**

**14.1** Each of the parties is only entitled to terminate the AGREEMENT on the basis of an attributable breach of performance if the other party is in attributable breach of essential obligations under the AGREEMENT and is in default in respect thereof. Payment obligations of COUNTERPARTY and all obligations of COUNTERPARTY or a third party engaged by COUNTERPARTY to provide cooperation will always constitute essential obligations under the AGREEMENT.

**14.2** COUNTERPARTY is entitled to cancel a training. If COUNTERPARTY cancels more than 30 days prior to the starting date of the training no penalty will be applied and a paid fee will be reimbursed. If COUNTERPARTY cancels within 10 to 30 days prior to the starting date of the training an administrative charge will apply. The exceeding amount paid will be reimbursed. If COUNTERPARTY cancels later than 10 days prior to the starting date of the training, the full fee will be/remain payable. In the latter case no amount will be reimbursed.

**14.3** GCP CENTRAL is entitled to change a training schedule or locations or cancel a training without specifying the reasons thereof. If GCP CENTRAL cancels a training and COUNTERPARTY is not able to enroll in another training, GCP CENTRAL will refund the fee that COUNTERPARTY paid for the relevant training. GCP CENTRAL will in no event have any liability towards COUNTERPARTY regarding a cancelled training. COUNTERPARTY waives any claims towards GCP CENTRAL in case of any damage or loss connected to a rescheduling or cancellation of a training.

**14.4** If COUNTERPARTY has already received services in connection with the performance of the AGREEMENT at the time of termination, these services and the associated payment obligation will not be revoked, unless COUNTERPARTY proves that GCP CENTRAL has failed to perform the essential part of those services. Amounts which GCP CENTRAL has invoiced prior to the termination and for which it has already performed or delivered in connection with the performance of the AGREEMENT will remain owed in full, with due observance of the provisions of the previous sentence, and will become immediately due and payable at the time of termination.

**14.5** If an AGREEMENT that does not end through completion by its nature and content, is entered into for an indefinite period, it may be terminated in writing by either of the parties after proper consultation and stating reasons. If the parties have not agreed on any notice period, a reasonable notice period for termination must be observed. GCP CENTRAL will not be obliged under any circumstances to pay any compensation on account of termination.

**14.6** COUNTERPARTY is not entitled under any circumstances to terminate an AGREEMENT before its term.

**14.7** GCP CENTRAL may fully or partially terminate the AGREEMENT in writing, without any notice of default and with immediate effect, if COUNTERPARTY is granted a provisional or final moratorium on the payment of its debts, if a petition is brought for the bankruptcy of COUNTERPARTY, if the business of COUNTERPARTY is liquidated or discontinued or if there is a change in the decisive control of COUNTERPARTY's business. GCP CENTRAL will not under any circumstances be obliged to reimburse money already received or to pay compensation on account of this termination. If COUNTERPARTY is declared bankrupt or placed in liquidation, the right to use the software, user licenses, websites, etc. that were made available to COUNTERPARTY will lapse by operation of law.

**14.8** The rights and obligations of the parties which, by their nature, are intended to continue after termination of the AGREEMENT shall survive termination or expiration of the AGREEMENT.

## **15. FORCE MAJEURE**

**15.1** In case of force majeure resulting in the inability of any party beyond its reasonable control to partly or fully comply with an AGREEMENT the prevented party will not be deemed in failure to comply with the obligations of the AGREEMENT, and will not bear the responsibility for any delay, provided however, that as soon as the cause of force majeure was removed or resolved the party invoking force majeure shall act with due diligence and best efforts to rectify the situation and abide by the terms of the AGREEMENT. Force majeure includes but is not limited to defectiveness of goods, hardware, software or materials of third parties, regardless of whether the use thereof was prescribed by

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COUNTERPARTY, government measures, power failures, malfunctioning internet, computer network or telecommunication facilities, war, staffing, strikes, transport problems, the unavailability of one or more members of staff and other unforeseen events beyond the control of the parties.

**15.2** If COUNTERPARTY foresees that the compliance with an AGREEMENT may be held back, delayed or affected by any of the factors listed in the previous paragraph, COUNTERPARTY is obliged to inform GCP CENTRAL as soon as possible. If COUNTERPARTY invokes force majeure it shall notify GCP CENTRAL in writing without delay concerning the intervention, the likely duration and cessation thereof.

**15.3** After the notification referred to above, the parties shall come together for negotiation in good faith and agree upon further procedures in order to reduce damages of the parties.

**15.4** If any of the parties is unable to comply with the AGREEMENT for a period of more than sixty (60) days as a result of force majeure, the other party will be entitled to terminate the AGREEMENT out of court and with immediate effect, without the other party being entitled to any compensation as a result. This termination shall take place by means of a registered letter.

### **16. MISCELLANEOUS**

**16.1** COUNTERPARTY is not entitled to fully or partially sell and/or assign the rights and/or obligations under the AGREEMENT to a third party.

**16.2** GCP CENTRAL is free to transfer any and all rights it obtains under an AGREEMENT to a third party, without further consultation with or consent of COUNTERPARTY, thus including claims regarding the payment of amounts due.

**16.3** All AGREEMENTS and relations between GCP CENTRAL and COUNTERPARTY will be governed by and shall be construed exclusively according to the laws of the Netherlands.

**16.4** Only the competent Dutch court in Amsterdam, is authorized to take cognizance of any dispute between GCP CENTRAL and COUNTERPARTY.

**16.5** If COUNTERPARTY is established, has its office and/or trades in a country that is not a member of the European Union and/or in the event of a situation that does not fall within the scope of Regulation No. 1215/2012 of 12 December 2012 or its equivalent, GCP CENTRAL is entitled, without prejudice to the provisions of the previous paragraph of this article, to submit a dispute to the Netherlands Arbitration Institute. The arbitral tribunal will consist of one arbiter. The arbitral tribunal will be appointed in accordance with the list procedure. The place of arbitration will be Amsterdam, the Netherlands. The proceedings must be conducted in English.

**16.6** If and as soon as GCP CENTRAL has instituted proceedings before the Netherlands Arbitration Institute, this institution shall have exclusive competence to take cognizance of the dispute in question and the Dutch court in Amsterdam will no longer be competent.

**16.7** Notwithstanding the previous paragraphs in this article, in case the dispute regards a cross-border debt collection, GCP CENTRAL is also authorized to submit a request for a European payment order to the competent court of the Dutch district of the Hague.

**16.8** GCP CENTRAL will at all times be entitled to amend these terms and conditions. The most up-to-date version of these Terms and Conditions is available through GCP CENTRAL's website.