

TRAINING SUBSCRIPTION TERMS & CONDITIONS

1. INTRODUCTION

In case there is any agreement applicable to training subscriptions between Participating Company and OMP, this agreement will take precedence over these Training Subscription Terms and Conditions ("Terms"). If there is no such agreement in place between Participating Company and OMP, these Terms shall govern and form integral part of each training subscription of Participating Company (and its Representatives) with OMP. Any of Participating Company's provisions or conditions that are stated on and in purchase orders, correspondence, order confirmations, and/or any other documentation, are hereby explicitly excluded.

The Representative of Participating Company accepting this offer and/or these Terms, represents that he or she has been duly authorized to legally bind the Participating Company to this offer and/or these Terms.

2. DEFINITIONS

"Affiliate" means, with respect to any specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person. For purposes of this definition, "control", when used with respect to any specified person, means a participation of more than 50% of the shares.

"Intellectual Property Rights" means copyright, trade secrets including know-how, patents, utility models, database rights, rights in designs, trademarks, service marks, goodwill, domain names (in all cases whether registered or unregistered or the subject of a pending application) all legal rights protecting the confidentiality of any information or materials and other intellectual property rights, including future rights and all other rights of a similar nature anywhere in the world.

"OMP" means OM Partners NV, established under Belgian law, having its registered office at B-2160 Wommelgem, Koralehoeve 23, registered in the register of legal entities under BE0428 328 442, and its Affiliates.

"Participating Company" means the entity with whom OMP has, as applicable, a subcontracting, alliance, collaboration, customer or other relationship and whose employees, consultants, officers or agents (or those of its affiliates) (hereinafter jointly referred to as "Representatives") subscribe to trainings provided by OMP in the framework of this relationship.

"Parties" means OMP and Participating Company.

"Party" means either OMP or Participating Company.

3. CONFIDENTIALITY

3.1. Parties agree that all documents or any other information provided by OMP regarding and during the training and its subscription (hereinafter "Confidential Information") are confidential and proprietary. Participating Company and its Representatives shall under no circumstances communicate Confidential Information to third parties, in full or in part, without the prior written permission of OMP.

3.2. Participating Company may only disclose Confidential Information to those of its Representatives who have a need to know in connection with the specific training purpose and who are bound to confidentiality obligations substantially similar to those contained in these Terms.

3.3. Participating Company undertakes to observe absolute confidentiality with regard to the Confidential Information. More specifically, Participating Company:

- a) only use Confidential Information to the extent necessary for the specific training purpose;
- b) safeguard Confidential Information with at least the same level of care, but no less than a reasonable degree of care, as it uses to safeguard its own confidential information;
- c) promptly inform OMP if Participating Company becomes aware that Confidential Information has been disclosed to or accessed by any unauthorized third party; and
- d) use its best efforts to prohibit the misuse of Confidential Information by its Representatives.

3.4. The obligation of confidentiality imposed by this clause shall not apply to or shall cease to apply to Confidential Information which the Participating Company can show (1) has come into the knowledge of the Participating Company from sources other than OMP, having no duty of confidentiality with respect to such information, or (2) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act of the Participating Company or its Representatives.

3.5. Participating Company shall be liable for any acts or omissions of its Representatives in violation with this clause.

3.6. All confidentiality obligations under this clause shall survive the termination or expiration of the relationship with the Participating Company.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Parties acknowledge that all Intellectual Property Rights on or in training materials (including recordings), information provided during trainings, studies, documents as well as sketches, interpretations, arrangements, ideas, etc., regardless of the techniques used, shall remain the exclusive property of OMP.

4.2. Reprinting or copying of OMP's proprietary software and/or training (materials) in any form whatsoever and using any process whatsoever, constitutes an act of forgery and/or unfair competition, if carried out without the prior written permission of OMP.

5. PRICE AND GENERAL TERMS OF PAYMENT

5.1. Prices exclude travel and accommodation expenses.

- 5.2. Prices exclude VAT, withholding taxes and all other taxes, duties and/or charges, unless explicitly otherwise agreed upon in writing. Participating Company is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed, including but not limited to VAT and withholding taxes. If Participating Company is required to make any deduction or withholding, it will pay to OMP such additional amounts as are necessary to ensure that the net amount received by OMP equals the full amount which would have been received by OMP had no such deduction or withholding been required. Specifically for United States sales or use taxes, Participating Company will send to projectcontrol@omp.com at the time of subscribing to the training and on an annual basis thereafter a direct payment permit or a certificate of exemption.
- 5.3. OMP will not be obliged to register to any billing platform or vendor portal imposed to OMP or complete any additional forms in this regard, unless such forms are legally required. Prices exclude costs arising from billing platforms imposed to OMP.
- 5.4. Prices exclude costs arising from mandatory consultancy operations imposed to OMP over and above standard OMP internal procedures (e.g., customer onboarding, training, or safety procedures).
- 5.5. Prices exclude costs incurred by OMP in obtaining work permits or similar registrations and obligations.
- 5.6. Payment can be done through either credit card or direct invoicing.
- 5.7. In case of direct invoicing:
 - 5.7.1. All invoices are payable within 30 days of the invoice date.
 - 5.7.2. Participating Company's billing address, VAT/tax identification and invoicing email address should be filled out correctly during the training subscription process on the OMP website.
 - 5.7.3. Failure to pay an undisputed invoice on its due date results in an interest of 1% per month being owed without further proof of default.
 - 5.7.4. OMP shall be entitled to suspend access to the training and/or its materials in the event of non-payment of due invoices within 15 days after having received a formal notice, and this until said invoices and interest are paid for by way of law, without prior written notice and without prior court intervention.
 - 5.7.5. OMP is allowed to invoice from its Affiliates, when these Affiliates perform services under this offer.
 - 5.7.6. Invoices must be disputed by registered letter within 15 calendar days of receipt of invoice in order to qualify as a disputed invoice.

6. TRAINING SERVICES: CONDITIONS AND ASSUMPTIONS

- 6.1. The standard training sessions use a standard training environment and materials, and are not specific to a particular customer.
- 6.2. Enrolled participants will have access to the training environment for the duration of the training course.
- 6.3. Requests for enrollment must be received six weeks prior to the training start date.
- 6.4. OMP cannot guarantee that instructor-led training sessions will be available on all dates.
- 6.5. Participants may enroll in the trainings while the current offer is valid. If any training is not completed and re-enrollment is required, it will be included as part of a new offer.
- 6.6. When enrolling online you should make reference to this offer and have a corresponding purchase order.
- 6.7. Remote participants are expected to test their access to Campus and training environments in advance, prior to the start of the training.
- 6.8. Cancellation: For subscriptions cancelled less than 14 calendar days before the start of the training, 20% of the enrollment cost will be charged. For no-shows or cancellations less than 2 working days before the start of the training, 100% of enrollment costs will be charged.
- 6.9. OMP reserves the right to cancel or modify training courses up to 14 calendar days before the training start date, or where there are insufficient numbers of participants. In this case, no fee will be charged and no compensation will be due by OMP.
- 6.10. OMP will make e-learning material available for 90 days.
- 6.11. In the event an approved visit to client premises is cancelled, any non-refundable travel and accommodation expenses will be invoiced.
- 6.12. All participants are required to follow common standards of behavior, including attending on time, actively participating and remaining focused during sessions, and preferably using a webcam during virtual sessions. Failure to comply may result in individuals being excluded without reimbursement.
- 6.13. During the assessment process, participants must answer questions independently, with no assistance or advice from any person, or by any other means, except through training material or other official OMP documentation. Participants may not make copies of assessment content, nor share information with anyone about the content (e.g., question text or solutions). If a participant does not adhere to these conditions, OMP reserves the right to suspend the participant for six months, or disqualify the participant, from the OMP Certification Program. OMP may also apply any other actions deemed appropriate.
- 6.14. All training materials, including recordings, are the intellectual property of OMP. Participants are prohibited from recording, distributing, or reproducing any part of the training content without prior written consent. Ownership of all materials remains with OMP.

7 COMPLIANCE WITH LAWS

Each Party shall comply with any applicable laws.

8 LIABILITY

- 8.1 To the extent permitted by law, OMP shall not be liable for any general, special, indirect, consequential, incidental or other damages to Participating Company or its Representatives, including, but not limited to, loss of or damage to data, loss of profits, loss of saving even if OMP has been advised of the possibility of such damages, except in the case of willful misconduct or fraud on the part of OMP.
- 8.2 Should OMP be held liable by a competent court of law, notwithstanding this provision, the liability, if any, of OMP shall in any event be limited to the amounts payable under this offer or to an amount of 10.000 EUR, whichever is lower.

9 DATA PROTECTION

Each Party shall observe its obligations under the applicable data protection laws and regulations, particularly the GDPR. As OMP acts as an independent data controller, the Privacy Statement OMP Academy Campus in Appendix II will apply.

10 COMPETENT JURISDICTION AND APPLICABLE LAW

These Terms shall be governed by the laws of Belgium. Any disputes arising between the Parties concerning this offer and/or the training itself shall be submitted to the competent courts of Antwerp (Belgium) that shall have exclusive jurisdiction.

11 FORCE MAJEURE

- 11.1 Neither Party shall be liable for failure or delay on its part in performance of any of its obligations or for any loss, charge or damage suffered by the other Party if such fact shall be the result of or arising out of circumstances of Force Majeure character such as fire, natural disaster, intervention by public authorities or any other cause beyond the reasonable control of the Parties; and if such fact has been notified in writing by the Party claiming Force Majeure promptly to the other upon occurrence of the Force Majeure.
- 11.2 Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations under this offer and/or these Terms must immediately notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations under this offer and/or these Terms and that Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of this offer and to fulfil its or their obligations under this offer and/or these Terms.
- 11.3 Upon completion of the event of Force Majeure the Party affected must as soon as reasonably practicable recommence the performance of its obligations under this offer and/or these Terms. Where the Party affected is OMP, OMP must provide a revised program rescheduling the trainings to minimize the effects of the revention or delay caused by the event of Force Majeure.

- 11.4 An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

- 11.5 The Participating Company has no entitlement and OMP has no liability for:
- a) any costs, losses, expenses, damages or the payment of any part of the fees during an event of Force Majeure;
 - b) any delay costs in any way incurred by the Participating Company due to an event of Force Majeure.

12 NO ASSIGNMENT

Parties may not assign their rights derived under this offer and/or these Terms without the prior written consent of the other Party. Neither Party will assign or transfer any rights or obligations under these Termss without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13 RELATIONSHIP

Nothing in these Terms shall be construed so as to give rise to any joint venture, partnership or relationship of employer and employee. Either Party is an independent contractor solely responsible for its own obligations. Neither Party shall have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party.

14 SEVERABILITY

In the event that any provision of this offer and/or these Terms are held to be invalid, illegal or unenforceable, such a determination shall not affect any of the other provisions of this offer and/or these Terms. Parties will use reasonable endeavors to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing form the replaced provision as little as possible.

15 CHANGES

This offer and/or these Terms may be modified only in writing. No modification of any of the Terms shall be effective unless such modification is expressed in writing and executed by each of the Parties.

16 NOTICES

All notices shall be in writing and shall be deemed given when: (i) delivered by hand (or courier) to the person specified at the address specified in the offer or these Terms; or (ii) mailed (by registered or certified mail, return receipt requested) to the person specified in the offer. A Party may change the address or person for notification upon ten (10) days' notice to the other.

17 SURVIVAL

The provisions that by their nature are intended to survive the termination or expiration of the relationship between Participating Company and OMP shall so survive