



TERMS AND CONDITIONS

OM Partners NV is a company organized and existing under the laws of Belgium, having its registered office at Koralenhoeve 23, 2160 Wommelgem, Antwerp (Belgium) with company registration number 0428.328.442 ("OMP", "us" or "we").

These terms and conditions ("Terms") apply to the registration for and participation in the 2023 OMP Conference ("Event"). These Terms are applicable to all participants who register for or/and will participate to the Event (individually "you" or "Participant"). By registering for the Event you agree to these Terms, which form a binding legal contract between you and OMP.

1. Registration

1. When registering for the Event, you must provide us with accurate and complete information ("Registration Details") for all Participants. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating the changed Registration Details on the relevant section of the applicable website or by contacting us at conference@omp.com.

The Registration Details of each Participant must be registered (whether in their personal capacity, or as a representative of a company or other legal entity) with us no later than 15 September 2023. We reserve the right to exclude from the Event any individual who was not correctly and/or timely registered for the Event.

2. If you are registering for the Event as a representative of a company or other organization, you confirm that you have the authority to agree to these Terms on behalf of the company or organization. If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these Terms and accepts them. By completing the registration on behalf of another individual, you are warranting that you have made the Participant aware of these Terms and that they agree to these Terms.
3. OMP may for good reasons exclude any prospective participant from registering for or participating in any OMP Conference.
4. All personal data in the Registration Details will be processed by OMP in accordance with the below Privacy Policy.

2. Fees and payment

1. The payment of the related Fees entitles Participants to engage in the Event, subject to these Terms. Such participation shall include:
 - Physical access to the Event venue for the duration of the Event;
 - Digital access to the Event app for updates on the schedule, room allocation, general information, and networking.
2. Participants accept that any and all costs associated with their attendance at the Event, including but not limited to travel and accommodation, shall be borne solely by them. OMP

shall have no liability for such costs unless explicitly agreed otherwise between Participant and OMP.

3. Payment can be done either by credit card or by bank transfer. The payment in full of any applicable Fees for the Event is due immediately upon registration when the option of credit card is chosen. If such payment is insufficient or declined for any reason, OMP may refuse you access to the Event and shall have no liability in that regard. If the Participant chooses to pay by bank transfer, payment is due within 30 days after the invoice date.
4. The Event fees ("Fees") per Participant are defined as follows (the "Fee Schedule"):
 - For registrations no later than July 31, 2023, the fee is 500 EUR ("Early bird fee");
 - For registrations after July 31, 2023, the fee is 750 EUR ("Regular fee")
5. You can register a maximum of four Participants in one registration.
6. Fee Schedule rates are valid at the time of completion of registration provided that the Fees payable are paid in full before the applicable payment date. If the Fee for a completed registration is not paid in full before the next fee schedule comes into force, you will be charged a Fee calculated in accordance with the prevailing Fee schedule at the date of payment.
7. Fees are quoted including any applicable VAT and excluding any other applicable taxes. If any other applicable taxes are chargeable, Participants shall be required to pay to OMP such additional amounts in respect of such tax as are chargeable in relation to the Fee.
8. All Fees shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than as may be required by law).

3. Cancellation and substitution

1. All cancellations of registration to the Event must be made in writing by email to conference@omp.com no later than September 15, 2023:
 - Cancellations before or on August 26, 2023, shall give the right to a full refund of the Fees paid;
 - Cancellations before or on September 15, 2023, shall give the right to a refund of 50% of the Fees paid;
 - Participants whose cancellations are received after this deadline shall not be entitled to a refund of the Fees paid.
2. Participants may be substituted by other individuals at no extra cost by notice in writing by email to conference@omp.com at any time, subject to compliance with these Terms, including (without limitation) the need for any substitute individuals to provide Registration Details at least two business days in advance of attending the Event and subject to screening by OMP.
3. We may in exceptional circumstances need to cancel or postpone the Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, we shall issue Participants with a full refund of the relevant Fees paid by you. In the event of postponement, we shall offer you the option to re-register for the rescheduled event or issue you a full refund of relevant Fees paid by you. OMP shall not be liable for any additional losses incurred by you as a result of such cancellation or postponement.

4. Refunds shall be issued back to the debit/credit card used for payment or by bank transfer, depending on the mode of payment used for the Fees. Refunds back to debit or credit card can only be processed within 60 days of the original transaction date. Refunds for earlier transactions must be processed by bank transfer.
5. Notwithstanding the above, each Participant who qualifies as a 'Consumer' (any natural person acting for purposes outside his trade, business, craft, or profession) has the right to withdraw his or her registration within 14 days after completion thereof and get a full refund of any paid Fees.

Before the expiry of the withdrawal period, the Consumer shall inform OMP of his/her decision to withdraw from the registration. To this end, the Consumer may:

- 1) use the model withdrawal form as mentioned in article 15 of these Terms; or
- 2) make any other unequivocal statement in which he/she declares to withdraw from the registration.

The Consumer has exercised his right of withdrawal within the abovementioned withdrawal period if the Consumer sends the communication concerning the exercise of the right of withdrawal before this period has expired.

4. Access to the Event

1. If and where the Event requires an event pass to enable entry ("Event Pass"), you may be required to provide evidence of your identity and registration for your Event Pass to be issued to you. Participants must keep their Event Pass on their person at all times during their attendance at the Event and OMP reserves the right to refuse entry to or eject Participants who fail to produce their Event Pass when requested.
2. All Event Passes are the property of OMP and must be returned to OMP upon request. If your Event Pass is lost, misplaced, stolen, or forgotten, a replacement Event Pass will only be issued to you at the sole discretion of OMP and may be subject to purchase at the prevailing on-site rate.
3. By registering for the Event, you agree not to share, sell or trade your access, except when authorized in prior writing by OMP. If OMP determines that you have violated this policy, OMP may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future OMP Conferences. Attendees found wearing falsified Event Passes and/or sharing or swapping Event Passes may be required to leave the Event.

5. Obligations of Participant

1. Each Participant shall:
 - a) observe the rules, policies and procedures of the Event venue including in relation to health and safety and any reasonable instructions issued by OMP and/or the management of the Event venue and/or the online event platform;
 - b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event, the Event venue or OMP into disrepute;

- c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending the Event; and
 - d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.
 - 2. You agree that your travel to and attendance at the Event is at your own risk and not the responsibility of OMP. OMP is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Participant to obtain a visa to attend the Event shall not entitle him or her to a refund of any Fees.
 - 3. OMP reserves the right to refuse entry by any Participant to the Event without any liability and/or refund if, in its sole discretion, it determines that such Participant's presence or conduct could cause:
 - a) OMP, the Event venue owner, the Event app, or the Participant to fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under these Terms are in breach of, or otherwise targeted by sanctions or other laws;
 - b) OMP to breach any term, warranty, condition, or other provision of any contract or undertaking to which OMP and/or any of its affiliates is or becomes a party; or
 - c) disruption at the Event, threatening the safety (including online) of other Participants and/or attendees, or hindering the enjoyment of the Event by other Participants and/or attendees, without prejudice to any other rights or remedies available to OMP.
- OMP reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices or in general illegal behavior.
- 4. Participants may not record, live stream, or broadcast audio or video of any session at the Event.
 - 5. OMP reserves the right to recover from you any loss or damage incurred or suffered by OMP, the Event venue, the online event platform, or any other Participants as a result of your improper conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.

6. Intellectual property rights

- 1. All intellectual property rights (patents, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks, and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights) in and to the Event, materials, data, information and products provided by OMP or its Event partners at, relating to or forming part of the Event (the "Conference Content"), and all materials distributed at or in connection with the Event are owned by OMP or the Event sponsors or speakers presenting at the Event. OMP may provide a license to third parties, Event sponsors, or speakers, to use the Conference Content at its sole discretion.



2. Participants may use the Conference Content solely for their own personal use and benefit and not for resale, distribution, or other commercial purposes.
3. You may not use or reproduce or allow any third party to use or reproduce any trademarks or other trade names appearing at the Event, in any Conference Content, or in any materials distributed at or in connection with the Event for any reason without the prior written permission of OMP.
4. For the avoidance of doubt, nothing in these Terms shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by OMP or any of its affiliates; nor do these Terms grant to you any right or license to any other intellectual property rights of OMP or its affiliates, all of which shall at all times remain the exclusive property of OMP and its affiliates.

7. Changes to Event

1. You acknowledge and agree that OMP, at its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. OMP shall use its reasonable endeavors to notify all Participants of any such changes prior to the Event.

8. Force Majeure

1. In this clause, "Force Majeure" means circumstances that are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the Participants in their home countries resulting in a material percentage of the Participants being reasonably likely to be prevented from attending the Event.
2. If, because of Force Majeure, OMP cancels the Event, OMP shall use its reasonable endeavors to either (a) reschedule the Event; or (b) switch the Event from a physical Event to an online event, in each case to take place within two months of the original Event date. If OMP is unable to reschedule or switch the Event as described above, it shall refund the Fees paid by the Participant as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.
3. Without prejudice to OMP's obligation to refund any Fees to Participants, OMP accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal, or impossible by or as a result of Force Majeure.

9. Disclaimer of Warranties, Limitation of Liability

1. OMP gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability.
2. You agree that your access to the Event and your use of any of the Conference Content is at your sole risk and responsibility and acknowledge that all Conference Content is provided "as is" and "as available". The views, opinions, and positions expressed by the



speakers, attendees, or sponsors at the Event are theirs alone and do not necessarily reflect the views, opinions, or positions of OMP or any employee thereof.

3. The Conference Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Conference Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.
4. OMP makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees or sponsors at the Event and will not be liable for any errors, omissions or delays in this information or any losses, injuries or damages arising from its display or use. OMP does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.
5. Nothing in these Terms shall limit or exclude our liability for:
 - a) death or personal injury;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other liability which cannot be limited or excluded by applicable law.
6. OMP shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses.
7. OMP's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of, or in relation to these Terms shall not exceed the total amount of the Fees paid or payable by Participant to OMP under these Terms.

10. Assignment

1. OMP may, without your consent, assign, sub-contract, or transfer any and all of our rights and obligations under these Terms to its affiliates. Without prejudice to the above, we may sub-contract delivery of an Event to any company which operates the business relating to the relevant information, publication, or data product forming part of that Event.
2. You may not assign, sub-license, or otherwise transfer any of your rights under these Terms without our prior written consent.

11. Amendment

1. OMP may make reasonable amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance in accordance with clause 3 of these Terms.



12. Entire Agreement

1. These Terms together with the Privacy Policy state the entire agreement and understanding between you and OMP relating to your attendance at and participation in the Event and supersedes all previous terms, communications, and discussions whether written or oral relating to that subject matter.

13. Governing Law and Dispute Resolution

1. These Terms shall be governed by and construed in accordance with the laws of Belgium and the competent courts in Antwerp, Belgium shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

14. Contact details

OM PARTNERS NV ("OMP")

Koralenhoeve 23
2160 Wommelgem (Antwerp)
Belgium

+32 3 650 22 11

VAT BE 0428.328.442

RPR Antwerp District Antwerp

conference@omp.com

15. Model withdrawal form

(Complete and return this form only if you qualify as a Consumer who wishes to withdraw from the registration)

To OM Partners NV, Koralenhoeve 23, 2160 Wommelgem, Belgium (conference@omp.com):

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) registration for the 2023 OMP Conference
- Ordered on (*)/Received on (*)
- Name(s) of Participant(s)
- Address of Participant(s)
- Signature of Participant(s) (only if this form is submitted on paper)
- Date

(*) Delete where not applicable]