

Exclusive Networks – General Terms and Conditions for Training Services

These general terms and conditions for training services (the "Agreement") are applicable to the online courses (the "Courses") chosen by You ("You") and Exclusive Networks and/or its affiliates (the "Exclusive Networks").

(Exclusive Networks and You also referred to as "Party" and together as the "Parties").

Each course offered is available online with real-time interaction. System requirements include a reliable internet connection, updated browsers (Chrome, Firefox etc.), and access to the online training platform via provided credentials.

You undertake to accept and acknowledge the terms and provisions specified in the vendor's documents concerning, by way of example, the attendance of the Course, cancellation, streamlined registration & attendance process.

You will strictly follow the instructions provided and respect all times and provisions. You shall strictly comply with all terms and requirements specified by vendor in its documentation for the Course, including but not limited to, provisions concerning Exclusive Network's and/or vendor's training materials, intellectual property and attendance.

Exclusive Networks shall not be liable for any misinterpretations, mistakes and/or errors both in the vendor's provided terms or in your respecting those.

In order to attend the Courses, You will have a stable internet access and valid login credentials. Exclusive Networks is not responsible for issues stemming from local internet outages.

You may modify your registration or cancel the training up to 15 days prior to the training. Within this period, the full amount of the course is charged, and the student is offered an alternative date without charge. If the training is unavailable for any reason, the payment will be refunded and/or alternative training dates offered.

1. PRICES, PAYMENTS AND TAXES

- 1.1. Except as otherwise provided, You shall pay the price specified in the relevant section for the Course You choose, in US DOLLARS. Applicable VAT shall be reflected, as per applicable regulation at the time of booking.
- 1.2. Any payment shall be made in full, in advance, at the time when You books your Course, *via credit card*, through the platform.
- 1.3. You hereby acknowledge and understand that Exclusive Networks does not hold Your credit card credentials, at any point in time, and will not have access or hold archives on such credit card credentials
- 1.4. Only upon total payment of the specified price, You will received the login credentials.

2. CONFIDENTIALITY

- 2.1. You shall keep confidential and not disclose without the prior consent in writing of Exclusive Network any technical or commercial information which it has acquired during the Course or as a result of discussions, negotiations or other communications with Exclusive Networks relating to the Agreement.
- 2.2. For the sake of clarity, confidential information under this this Agreement (the "Confidential Information") shall mean:
 - 2.2.1. and all technical and non-technical information (in any form whatsoever) including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas related to the current, future and proposed products and services of each of the party;

- 2.2.2. respective information (without limitation) concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, Your lists, business forecasts, sales and merchandising, and marketing plans and information;
- 2.2.3. proprietary or confidential information of any third party who may disclose such information to either Party in the course of the other Party's business.
- 2.3. Such information disclosed by the disclosing party (the "Discloser") will be considered Confidential Information by the receiving party (the "Recipient"), only if such information is conspicuously designated as "confidential", or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure, or which, under the circumstances surrounding disclosure, ought to be treated as confidential.
- 2.4. Each of the Parties agrees that it will not disseminate, or in any way disclose any Confidential Information of the other Party to any third party without the prior consent of the other Party which may be given on such terms and conditions as the other Party considers appropriate. Each of the Parties will use the Confidential Information for the sole purpose of considering and evaluating the other Party's business.
- 2.5. Each of the Parties agrees that it shall treat all Confidential Information of the other Party with the same degree of care as it accords to its own Confidential Information, and each of the Parties represents that it exercises reasonable care to protect its own Confidential Information.
- 2.6. If either Party is not an individual, such Party agrees that it shall disclose Confidential Information of the other Party only to those of its employees who need to know such information for the purpose of this Agreement and certifies that such employees, including the attendees, have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement.
- 2.7. The Recipient agrees to promptly notify unlawfully or unauthorized use of Discloser's Confidential Information and to assist the Discloser in remedying any such unauthorized use or disclosure of the Confidential Information. Notwithstanding the foregoing, we may disclose Confidential Information to the extent it was in the public domain at or subsequent to the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; was rightfully in the Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to the Recipient by the Discloser; was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser; was required by court order, governmental demand, or other compulsory legal process, or was necessary to establish the rights of either Party under this Agreement, provided that prior to any such disclosure, unless prohibited by applicable law, the Recipient (i) notify the Discloser in order to afford it an opportunity to seek a protective order or other relief, (ii) cooperate with the Discloser at the Recipient's expense in any proceeding to obtain an appropriate protective order, and (iii) disclose only that portion of the Confidential Information which the Parties are legally required to disclose.

3. WARRANTIES AND LIABILITY

- 3.1. Exclusive Networks will perform the Course in accordance with the description made in the training proposal and will use reasonable endeavors to ensure that any Course provided is dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry. In addition to the above, in particular but without limiting anything hereunder, Exclusive Networks shall not be for (i) any inaccuracy or misleading information provided in the Course and/or in Course materials and any reliance by attendees and/or You on any such information, (ii) any practical use made by the attendees, You or any agent or employee of (iii) any loss or corruption of data, (iv) any loss of profit, revenue or goodwill, or (v) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.
- 3.2. The total liability of Exclusive Networks, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to this

Agreement, or its performance or breach, shall not exceed the Course price paid for the Course in respect of which the claim is made.

- 3.3. In no event shall Exclusive Networks or its subcontractors be liable for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under the Agreement in delivering the Course(s). This article shall prevail over any conflicting or inconsistent terms in the Agreement, unless those terms further restrict Exclusive Network's liability.
- 3.4. Any conditions and warranties not expressly set forth in this Agreement (whether express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance) are excluded to the fullest extent permissible by law.
- 3.5. You shall defend, indemnify and hold harmless Exclusive Networks against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Exclusive Networks arising out of or in connection with:
 - 3.5.1. any breach of You of any provisions of this Agreement;
 - 3.5.2. any negligence or other tortious conduct of You; and
 - 3.5.3. any claim made against Exclusive Networks by a third party for death, personal injury or damage to property which is attributable to the acts or omissions of You.
- 3.6. Neither Party excludes or seeks to limit its liability in respect of death or personal injury, fraud, willful misconduct or gross negligence.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All Intellectual Property Rights under this Agreement belong, and shall belong, to Exclusive Networks and You shall have no rights in or to the products/services other than as expressly granted under this Agreement.
- 4.2. You shall not do, or omit to do, anything or use Exclusive Networks' intellectual property rights that could adversely affect their effectiveness, validity or reputation such as, but not limited to, decompilation, merger, adaptation, modification and reverse engineering.
- 4.3. In particular, You shall not:
 - 4.3.1. copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course materials without prior written permission;
 - 4.3.2. record on video or audio tape, relay by videophone or other means the online Course;
 - 4.3.3. use the Course materials in the provision of any other course or training whether given by us or any third-party and trainer.
- 4.4. In addition to the above, You shall give notice in writing to Exclusive Networks in the event it becomes aware of any infringement or suspected infringement of any intellectual property rights in or relating to the Course, products, services, or any related materials provided by Exclusive Networks, including but not limited to patents, trademarks, copyrights, and trade secrets, whether committed by third parties, users, or other entities. Such a notice shall include all relevant details of the infringement or suspected infringement to enable Exclusive Networks to take appropriate legal or remedial action.

5. TERMINATION

- 5.1. Exclusive Networks shall be entitled to terminate this Agreement and to immediately stop providing any Course in case You fail to:
 - 5.1.1. duly pay fees;
 - 5.1.2. breach any of the provisions set forth under this Agreement;
 - 5.1.3. cure any breach of the terms and conditions under this Agreement.
- 5.2. On termination, obligations concerning liability, intellectual property rights and confidentiality shall continue notwithstanding such termination.

- 5.3. Any termination of this Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the Exclusive Networks may otherwise be entitled against You.

6. COMPLIANCE

6.1. Ethics and Anti-Bribery Laws

- 6.1.1. You agree to comply with all applicable anti-bribery laws and Regulations, including, without limitation, the Sapin 2 Law, the USA Foreign Corrupt Practices Act, the UK Bribery Act and French, or any other laws, rules or regulations with the same purpose and similar effects, including the highest standards in these areas (hereinafter the "Anti-Bribery Laws") as well as the values and provisions of the Exclusive Networks Code of Conduct: <https://www.exclusive-networks.com/legal-compliance/ethics-code-of-conduct/>
- 6.1.2. You shall not in particular from: (a) taking any action or allowing or authorizing any action by a third party (including End-Users) in breach of the Anti-Bribery Laws; (b) accepting or offering any money, present, travel, entertainment or other consideration, paid by the other party for illegal purposes, including for purposes in breach of the Anti-Bribery Laws, with the aim of inducing the other Party to obtain or retain improperly a contract or any other undue advantage ; and (c) directly or indirectly, offer, promise, give, solicit or accept anything to or from any public official or agent, government controlled company or corporation, political party or any other person or entity for the purpose of improperly obtaining a commercial/financial advantage or influencing any act or decision.
- 6.1.3. To the best of You's knowledge, none of its officers, directors or employees are: (a) a public officer or official; (b) an employee of a company or corporation controlled by the government; (c) in a conflict of interest in the conduct of any activity which shall include but not be limited to purchase, resell any products or services from Exclusive Networks by You in connection with this Agreement or (d) an active representative of a political party.
- 6.1.4. You certify that neither it nor its officers, directors or employees have been formally charged with and/or convicted of any offence(s) of fraudulent bribery.
- 6.1.5. You undertake to apply policies and procedures relating to ethics and the fight against corruption in strict compliance with the regulations in force in the countries in which it operates, as well as international rules relating to combating bribery, in particular the United Nations Declaration against Corruption and Bribery in International Commercial Transactions and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 6.1.6. In order to guarantee compliance with Anti-Bribery Laws and Regulations for the entire duration of these terms and conditions, You undertake: (a) to satisfy, at any time, the requests from Exclusive Networks to obtain from You all elements justifying its compliance with Anti-Bribery Laws and Regulations, (b) to inform Exclusive Networks without delay of any failure to comply with Anti-Bribery Laws and Regulations, committed by it or by a Third Party, of which it may become aware, (c) to inform Exclusive Networks of the corrective measures implemented to comply with Anti-Bribery Laws and Regulations, (d) to verify that its potential subcontractors also apply a policy and procedures relating to ethics and fight against corruption.

6.2. Compliance with Laws – General

- 6.2.1. Both Parties agree to comply with all laws applicable to the sale and distribution of products purchased under these terms and conditions. Acting in good faith, the parties shall not take any action that would violate the laws or trade policies applicable to the business relationship between the Parties.
- 6.2.2. You declare that it is in full compliance with tax and social legislation, by making the required declarations and paying the corresponding amounts (taxes, fees, contributions). You undertakes to strictly comply with, and where applicable, to ensure that its subcontractors comply with, the

regulations in force in the countries in which it operates, as well as international rules relating to labor law, in particular the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work. The Exclusive Networks Group has made a formal commitment to comply with and enforce the provisions of the Modern Slavery Act of 2015. In all cases where the Modern Slavery Act is applicable to these terms and conditions, You agree to comply with its provisions and to ensure compliance by its subcontractors.

6.3. Export Control and Sanctions

6.3.1. Export Control:

- 6.3.1.1. The Parties recognise that any information received pursuant to this Agreement may be subject to Dual-Use export regulation in the countries where the items (hardware, software, and technology) are originating from.
- 6.3.1.2. You will obtain a complete and signed end user statement ("End User Statement"). Including the name, address of the end user, its end use, and any other intermediary party involved. There should be no change to the end user declared to Exclusive Networks.
- 6.3.1.3. In case of a change in End User information, You shall inform the supplier, on a written request, about this change and must not re-export without the "agreement" of Exclusive Networks. If Exclusive Networks has a doubt about the right end user, it must not deliver the items.
- 6.3.1.4. You agree to maintain full, true, and accurate records of transfer, exports, and re-exports, of product(s) supplied, purchased, or resold for at least five (5) years following the respective dates of such transfer, exports, and re-exports. You agree to provide such export-related records to Exclusive Networks upon the latter's request.
- 6.3.1.5. You agree to implement and maintain appropriate procedures, controls, and systems (automated screening tools) to verify that Your customers (as well as their respective directors and UBO) are not subject to the sanctions or blocking or asset-freeze measures.
- 6.3.1.6. Exclusive Networks reserves the right to conduct (directly or through any third party) audits to assess Your compliance with this clause.

6.3.2. International Sanctions:

- 6.3.2.1. Each Party certifies its compliance in all material respects with all applicable foreign and domestic laws and regulations, including Sanctions (see the definition below), pertaining to each jurisdiction in which it operates, and to maintain operational procedures to ensure that it does not breach any applicable sanction or other law or regulation applicable to it.
- 6.3.2.2. You shall not make any transfer, export, or re-export directly or indirectly, in connexion with Office of Foreign Assets Control ("OFAC") Listed person, EU listed person, EU Member State Listed Person nor Blocked Person.
- 6.3.2.3. Each Party represents that neither it nor any of its subsidiaries:
 - 6.3.2.3.1. is an individual or entity ("Person") that is, or is owned or controlled by Persons that are the subject of any applicable sanctions issued, administered, or enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United States Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury (collectively, "Sanctions"); or
 - 6.3.2.3.2. will, directly or indirectly, use any benefit derived from this Agreement to fund any activities or business of or with any Person, including a customer, who is subject to Sanctions or in any other manner that would result in a violation of Sanctions by any Person.
- 6.3.2.4. Any transfer, export, or re-export directly or indirectly, that includes persons and/or entities; that are nationals of or located in Belarus, Cuba, Iran, North Korea, Russia, Sudan, Syria, and the sanctioned territories of Ukraine should be formally communicated on written request, to Exclusive Networks. Exclusive Networks shall have the right to oppose

transfer, export, or re-export, or any misuse for the Defense sector, or a person active in the Defense sector.

7. DATA PRIVACY

7.1. Exclusive Networks is subject and acts in compliance with international regulations regarding data privacy such as European Regulation 2016/79 of April 27, 2016 (GDPR) as well to local legislation applicable in the countries where Exclusive Networks operates. Exclusive Networks implements the necessary measures to ensure the security of the personal data communicated. Personal data is collected and used solely for the purposes of Exclusive Networks' commercial, professional and/or legal relations and to enable the identification of its interlocutors and/or stakeholders. It is kept for the period necessary for the purpose of its collection and, to a minimum, for the legal retention period of the documents in which it appears. Any person has the right to access, update, rectify and delete personal data concerning him/her. The request should be addressed to Exclusive Networks' Data Protection Officer by mail at dpo@exclusive-networks.com. For the purposes of the Agreement, Exclusive Networks may be required to disclose personal information about its employees. You undertakes to apply the GDPR and/or any local privacy applicable legislation, to implement the necessary measures to ensure the security of the personal data communicated and to use them exclusively for the purposes of this Agreement.

8. GENERAL – TERMINATION

8.1. Notwithstanding any other provision to the contrary in this Agreement, Exclusive Networks can immediately end the business relationship with You and terminate this Agreement, in the event of You's failure to comply with any of the provisions included in this clauses, being specified, however, that You must compensate, defend and exempt Exclusive Networks in the event of any damage and all damages.

9. FORCE MAJEURE

9.1. Neither party shall in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of Distributor or another party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 6 months, the party not affected may terminate this Agreement by giving 30 days' written notice to the other party.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the registered address of each party is located, without regard to its conflict of law principles. In the event that the Parties are registered in different states, the substantive law of the state where the defendant's registered address is located shall apply, unless otherwise mutually agreed in writing by the Parties.

10.2. **Jurisdiction:** Each Party irrevocably submits to the exclusive jurisdiction of the courts of the state in which its registered address is located for the resolution of any disputes arising out of or relating to this Agreement. Where the Parties are registered in different states, any legal action shall be brought in the courts of the state where the defendant is registered, unless otherwise mutually agreed.

- 10.3. **Alternative Dispute Resolution:** Prior to commencing any legal proceedings, the Parties agree to attempt to resolve any dispute through good faith negotiations. If negotiations fail, the parties shall submit the dispute to mediation or arbitration in accordance with the laws and procedures of the state where the defendant's registered address is located, unless mutually agreed otherwise.

11. MISCELLANEOUS

- 11.1. This Agreement represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either Party unless assented to in writing by the Parties' authorized representatives. Any oral or written representation, warranty, course of dealing or trade usage not contained, or reference herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in the Agreement.
- 11.2. The invalidity in whole or in part of any part of this Agreement shall not affect the validity of the remainder of the Agreement.
- 11.3. The relationship between the Parties is that of an independent contractor and shall not be deemed to create a partnership or joint venture or employment agreement by or between You and Exclusive Networks (or its personnel/contractors/agents). Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 11.4. Except where expressly provided to the contrary, this Agreement is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither party can declare itself a trustee for the benefit of a third party.