

Terms & Conditions for Training

These terms & conditions (the "Terms") apply to anyone who registers for a training session provided by N-SIDE through the Subscription form (the "Client").

1. N-SIDE's obligations

- 1.1. N-SIDE warrants and undertakes that the Training Services will be performed with reasonable care and skill by experienced, qualified and trained personnel with the appropriate expertise and commitment.
- 1.2. N-SIDE has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

2. Payment terms and Cancellation

- 2.1. The Client shall pay the price set forth in the invoice (the "Fees") submitted electronically to the Client, using the electronic address provided through the Subscription Form. The Fees are due and payable by the Client within 30 days from the invoice date.
- 2.2. The Subscription is only valid once the Fees have been paid.
- 2.3. If the Fees are not paid on the due date, and remain unpaid 10 days following a formal notice of default being sent by N-SIDE to Client, N-SIDE shall be entitled to :
 - 2.3.1. apply late payment interest on any unpaid amounts at the European Central Bank reference rate, increased by 8%, with a minimum of EUR/USD 50 per invoice; and/or
 - 2.3.2. refuse the participation of the Client to the training.
- 2.4. If the Client wishes to cancel a training session, the Client must inform N-SIDE thereof through a written notification. If the notification is received:
 - 2.4.1. less than 1 month prior to the training: a 50% refund will be granted to the Client;
 - 2.4.2. less than 14 days prior to the training; no refund is granted to the Client.
- 2.5. Non-attendance of the Client to a/the training session shall in no event lead to a refund of the Training Services.

3. Modifications

3.1. N-SIDE will take all reasonable measures to ensure that the planned sessions take place as agreed. Due to unforeseen or unavoidable circumstances, N-SIDE may cancel a session or alter its content, date(s) or location. In such an event, the Client may cancel its participation to the newly-planned sessions or opt to take part in a following session within the conditions then communicated by N-SIDE.

4. No recordings

4.1. Except as otherwise agreed between the Parties, the Client is not authorised to record the training or coaching sessions.

5. Use of material

5.1. The materials of the sessions may be shared at N-SIDE's sole discretion after the performance of the Training Services. The provision of such training materials shared by N-SIDE is included in the Fees. However, they may only be reproduced by the Client for the purpose of internal business user training and cannot be modified or reproduced, in whole or in part, for any other purpose. Any use of the material other than the one indicated herein is expressly prohibited.

6. Intellectual property

6.1. The content of the Training Services is and shall remain the exclusive property of N-SIDE. All copyright, trademarks and all other intellectual property rights relating to the courses and its contents (including without limitation the design, text, graphics, slides and all software and source codes connected with the courses) are owned by N-SIDE and/or its licensors. The content (including but not limited to the material and



documentation provided to the Client after the Training sessions) may not be copied, reproduced, transmitted, sold or distributed without N-SIDE's prior written consent. No license to any intellectual property rights is hereby granted to the Client.

7. N-SIDE's General Terms and Conditions of Sale

- 7.1. These Terms are subject to the <u>General Terms & Conditions of Sale</u>. The words in capital letters not defined within those terms shall have the meaning assigned to them in the General Terms & Conditions of Sale.
- 7.2. In case of inconsistency between these Terms and the General Terms & Conditions of Sale, these Terms shall prevail.