

GENERAL TERMS AND CONDITIONS - OBM ACADEMY

OBM Academy is a trade name of ViaFormance, registered with the Chamber of Commerce under number 08155394 in the Netherlands. These terms and conditions date from September 2022

Article 1 - Definitions

In these general terms and conditions, the following definitions shall apply:

General Terms and Conditions: these general terms and conditions.

Arrangement fee: the cost of catering provided by ViaFormance during a Training Course.

External Exam: an examination for a Course other than an OBM Academy examination as referred to in Article 8(7).

Incompany/Customised Training

Course: A Training Course provided by OBM Academy for a Client in private for a group of employees to be designated by the Client.

Client: (i) any individual taking an Open Line Training from OBM Academy or (ii) any company/institution taking an Open Line Training or Incompany/Customised Training for the benefit of its employee(s).

OBM Academy: Name of supplier as registered with the Chamber of Commerce under number 08155394. Also operating under the trade name ViaFormance.

Examination: an examination conducted by OBM Academy or an external certifying institution as part of the relevant Course as referred to in Article 8 paragraph 4.

Education and Examination Regulations: the education and examination regulations of OBM Academy in place at the time of enrolment for a Programme.

Teaching Materials: training, teaching or instructional materials, documentation or any other material in any form used as part of the Course.

Open Line Course: A Course which, provided the possible entry requirements are met, is open to any interested person.

Course: a course, training, retraining or refresher course, course, study or theme day, workshop or any other form of training provided by OBM Academy that is open to any interested party, provided the possible entry requirements are met. OBM Academy provides Training in the form of an Incompany/Customised Training or an Open Line Training. A Training may be divided into one or more training module(s) and spread over several months.

Start-up costs: the costs incurred in advance by OBM Academy for the

execution of the agreement, including but not limited to administration costs, IT costs, marketing costs, and personnel costs.

Distance agreement: an agreement concluded in such a way that exclusive use is made of one or more techniques for distance communication within the meaning of Article 6:230g sub e of the Civil Code, such as electronic communication (e-mail).

Price: the total price for a Course including all additional costs and taxes, unless otherwise indicated.

Reasonable Fee: the fee charged by OBM Academy to the Client in the event of cancellation or early termination of the agreement. In case of cancellation, the Reasonable Fee consists of a percentage of the Price, and in case of premature termination, the Reasonable Fee consists (in short) of the Price of the education already provided plus a percentage of the Price (as Start-up Costs). Further details can be found in Article 6 (Cancellation) and Article 7 (Interim Termination).

Agreement: an agreement, including a Distance Agreement, between OBM Academy and a Client regarding the provision of a Course by OBM Academy, whether or not for the benefit of employees of that Client.

Website: the website of OBM Academy, www.obmacademy.nl

Article 2 - APMG accreditation

The trainer of OBM Academy c.q. ViaFormance is accredited by APMG International as a Certified OBM Trainer and authorised to provide accredited OBM training courses and offer, administer, and invigilate APMG exams under license from OBM Dynamics B.V.

Article 3 - Applicability

1. All quotations, offers, and services of OBM Academy and all agreements with OBM Academy are subject to the General Terms and Conditions, insofar as no deviation has been made in accordance with Article 3, paragraph 3.
2. By registering for a Course, the Client accepts the applicability of the General Terms and Conditions. OBM Academy explicitly rejects the applicability of the

general terms and conditions of the Client, however named.

3. Deviations from the General Terms and Conditions shall only be valid if expressly agreed in writing between OBM Academy and the Client and shall only apply in respect of the specific agreement for which the changes have been agreed.
4. In cases not provided for in the relevant agreement and/or the General Conditions, OBM Academy will make arrangements in all reasonableness.
5. The (full or partial) invalidity or non-binding nature of one or more provisions of the General Terms and Conditions does not affect the validity or binding nature of the other provisions. Should it appear that a provision is invalid or non-binding, OBM Academy and the Client shall replace the invalid or non-binding part with a provision that is valid and binding and of which the legal consequences correspond as much as possible with those of the invalid or non-binding part of this provision, considering the contents and purport of the provision concerned.
6. In these General Terms and Conditions, written also means any form of electronic communication (e.g., e-mail or on the Website).

Article 4 - Conclusion of the Agreement

1. Registration for a Course or training takes place via a digital registration form on the Website or by means of an offer signed by a Customer.
2. The agreement is concluded when OBM Academy accepts the enrolment for a Course and has confirmed in writing to the Client (and its employee), or - if this moment is earlier - when the Client pays an invoice in connection with the agreement.
3. Meeting any admission requirements for a Course is not a condition for the formation of the agreement. Even if the admission requirements are not met, the agreement will be established.
4. The (employee of the) Client will receive a written confirmation of the agreement that serves as proof of registration for the relevant Course.
5. In the case of Classroom Education and Virtual Classroom, commencement of the Course is generally understood to

- mean the date of the first (virtual) meeting. In the case of e-Learning, commencement of the Course is generally understood to mean the provision of access to the Teaching Materials provided electronically.
6. OBM Academy is entitled to obtain information about the creditworthiness of a Client that has applied for a certain Course from third parties. If the outcome of such a creditworthiness investigation is negative, OBM Academy shall be entitled to terminate the Agreement without any liability.
 7. The Client is not entitled to transfer the rights and obligations from the agreement to a third party without the written consent of OBM Academy. The Client is also not entitled to allow a person other than the one(s) mentioned on the registration form to participate in an Open Line Training without the written consent of OBM Academy. OBM Academy may attach further conditions to this consent.

Article 5 - Offer

1. OBM Academy makes the offer (preferably) in writing.
2. The offer contains a description of the Programme and/or the Teaching Materials that are part of the Programme.
3. In addition, the offer shall at least state the following information in a clear and comprehensible manner:
 - a. the method of delivering the Training;
 - b. When the Training starts;
 - c. the conditions under which the Course may not proceed;
 - d. where applicable: the entry requirements to participate in the Programme;
 - e. the Price of the Course;
 - f. the method of payment;
 - g. the duration of the Training;
4. These General Terms and Conditions are explicitly announced to the Client prior to the conclusion of the agreement and form an integral part of the general information provision of OBM Academy. At the request of the Client, OBM Academy will send a copy of the General Terms and Conditions free of charge.
5. Without prejudice to the provisions of paragraphs 1 to 4, the offer in the case of a Distance Contract shall also include the following details:
 - a. The identity and address of OBM Academy, including the visiting address of the branch;

- b. the right of the Client to dissolve the agreement within 14 calendar days in accordance with Article 7(1), as well as the right of OBM Academy in that case to have the direct costs of returning Teaching Materials in accordance with Article 7(2) borne by the Client;
- c. the period of validity of the offer.

Article 6 - Cancellation of training course

1. If, in the opinion of OBM Academy, the number of registrations for a certain Course or training is insufficient, OBM Academy is free to agree with the Client - or the employee of the Client - that the Course or training in question will be followed in a different form (Classroom, Virtual Classroom, e-Learning), or at a different course location, date and/or time, then the choice indicated by the Client upon registration. If no agreement is reached between the parties on these change(s), the Client shall be entitled to cancel the relevant Course or training course free of charge. In this case, the Client is obliged to pay the Price for the Education already provided (as referred to in Article 7(7)).
2. Prior to the commencement of a Course, the Customer has the right to cancel the relevant Course. The cancellation can only be made in writing. The scheduled start date of the Course (as referred to in article 4 paragraph 5) shall apply as a starting point in determining the amount of the cancellation costs referred to in Article 6 paragraphs 3 and 4.
3. In case of cancellation as referred to in article 6, paragraph 2 (and therefore there is no question of a cancellation by the Client within the cooling-off period as referred to in article 7, paragraph 1 in case of a Distance Agreement), OBM Academy is entitled, in case of an Open Line Programme or an Incompany/Customised Programme, to charge the Client for part of the Price (minus study materials not yet received) in accordance with the following graduated scale:
 - a. for cancellation up to two months before the start of the Course: 10% of the Price;
 - b. for cancellation between two months and one month before the start of the Course: 20% of the Price;
 - c. for cancellation between one month and two weeks before the start of the Course: 30% of the Price;
 - d. in case of cancellation less than two

weeks before the start of the Course: 50% of the Price.

Article 7

Termination/relocation/change of Course Distance Agreement

1. If the Customer is a private individual and has concluded a Distance Contract, the Customer has the right to terminate the Distance Contract without giving reasons for 14 calendar days after the conclusion of this Distance Contract.
2. In the event of termination in accordance with article 7, paragraph 1, the Client shall return the received Teaching Materials to OBM Academy as soon as possible. OBM Academy is entitled to charge the direct costs of returning the materials to the Client. Returning the materials is at the risk of the Client. OBM Academy shall in turn refund all payments already received from the Client, as soon as possible but no later than within 14 days after termination.

Interim termination of the Agreement

3. The agreement may only be terminated by the Client in writing after the commencement of the Training Course.
4. If, after the commencement of the Course, the Client terminates the agreement prematurely in accordance with Article 7, paragraph 3, the Client shall, in line with Article 7:411 of the Dutch Civil Code et seq, owe reasonable compensation to OBM Academy.
5. The Reasonable compensation consists of (i) the Price for the education already provided by OBM Academy up to the moment of the interim termination and the purchase costs of licences and materials already purchased by OBM Academy, plus (ii) a maximum of 50% of the Price (less study materials not yet received) as Start-up Costs for the education not provided. The Reasonable Fee shall never exceed the agreed Price.
6. If the Price for the Course is divided over various educational modules, an educational module shall be regarded as 'education provided' within the meaning of Article 7, paragraphs 5 and 6, if the educational module has already been definitively planned by OBM Academy prior to the interim termination. It is then irrelevant whether the Client (or the employee of the Client) attended (the meeting(s) of) that educational module or actively participated in the educational

module.

7. If the Client terminates the agreement prematurely due to a serious illness or calamity, as a result of which the Client or its employee is unable to continue the Course, the Client may request OBM Academy in writing, giving reasons, to adjust the Reasonable Fee determined by OBM Academy, whereby OBM Academy may require proof in the form of a medical certificate or otherwise.

Relocation of the Training

8. OBM Academy may in exceptional cases, at the request of the Client, move a Course to another course location (including another form of training), another date, and/or another time. The decision whether or not to move a Course lies solely with OBM Academy. OBM Academy will charge a change fee to the Client for the administrative processing of a transfer. The Client must pay these costs (together with any other costs still due for the Course) within 14 days of OBM Academy's decision to move the Course. These costs will in any case include the Price of the meetings that have already taken place prior to the relocation of the Course. These costs will not be deducted from the total Price of the relocated Course. The method of payment chosen by the Customer in accordance with article 9 as well as the time of payment will remain unchanged.

Change Training

9. OBM Academy may in exceptional cases change a Course to another Course at the request of the Client. The decision on whether or not to change a Course lies solely with OBM Academy. OBM Academy will charge the Client an amount for the administrative processing of such a change. The Client must pay these costs together with the full Price of the already started modules of the Course within 14 days after OBM Academy's decision to change the Course.
10. OBM Academy reserves, without admitting any liability, the right to modify a Course in case of reprogramming of the requirements of an External Examination or for the purpose of qualitative improvement of the Course.
11. OBM Academy reserves the right to increase the group size indicated in the agreement by a maximum of two

participants.

Article 8 - Examinations

1. If applicable, a Course is concluded with an OBM Academy examination or an External Examination (supplementary or otherwise) in accordance with Article 8 paragraph 7.
2. Registration for a resit of an OBM Academy exam takes place in writing. The Client is responsible for (i) timely registration for a resit of an -exam, and (ii) timely payment of the full amount due for the resit of an OBM Academy exam.
3. The Client may cancel an OBM Academy exam up to 14 days before the start of the exam upon payment of a cancellation fee. In case of cancellation within 14 days before the start of the exam, the cancellation fee shall be equal to the full amount due for the relevant exam.
4. The OBM Academy exam, if an exam is applicable, forms an integral part of the Course. The examination and diploma costs form an inseparable part of the total Price of the Course. If the cost price of an exam changes in the interim, OBM Academy reserves the right to pass this price adjustment on to the Client.
5. OBM Academy or its examination partner, will issue the certificate of the Course after (i) all requirements have been met, and (ii) the total costs for the Course (and therefore including the examination and certificate costs) have been paid by the Client to OBM Academy or its examination partners. OBM Academy or its examination partners will issue the certificate in the name of the person as stated on the registration form.
6. If an examination institute other than OBM Academy will conduct an External Exam for a Course, the Client is responsible for timely registration and meeting the other (payment) conditions of such External Exam. OBM Academy does not accept any responsibility or liability in connection with the contents of the External Examinations.

Article 9 - Payment

1. Payment is made by bank transfer of the amount as stated on the invoice. Client will receive OBM Academy's invoice by e-mail, unless otherwise agreed.
2. Payment must be made at the latest on the due date as stated on the

relevant invoice. OBM Academy aims to send the (first) invoice to the Client at least 4 weeks before the start of the Course. OBM Academy uses a payment term of 30 days.

3. The Client must have paid the full cost of an Incompany/Customised training course prior to the first meeting of the Incompany/Customised training course OBM Academy.
4. If the Client has not fully paid the amount due within the set term, OBM Academy shall send the Client a payment reminder in which the Client is given the opportunity to still pay within 15 days after receipt of that reminder. If the Client has not paid the amount due in full within that period, the Client shall be in default without further notice of default.
5. If a Client fails to pay within the term referred to in article 9 paragraph 5, OBM Academy will charge extrajudicial collection costs and statutory interest in accordance with the applicable statutory regulations. In the event of non-timely payment, OBM Academy will pass on the claim to a collection agency.
6. If the Client is in default in accordance with the provisions in article 9 paragraph 5, OBM Academy shall be entitled to dissolve the agreement. In that case, the Client must pay a Reasonable compensation to OBM Academy, which will be calculated in accordance with the provisions in Article 7, paragraphs 5 and 6.

Article 10 - Legitimation

1. When registering for a Course, the Client is obliged to provide the correct and full name of the (employee of the) Client as stated in a valid identification document on the registration form.
2. Anyone attending a Course is obliged to carry the written confirmation as mentioned in article 4 paragraph 4 in combination with a valid identification document with them during the meetings of the Course and to show it on request of the teacher or another official of OBM Academy.

Article 11 - Price

1. Interim cost price-increasing factors (such as but not limited to purchase prices, exchange rates, wages, taxes, duties, charges, and freight) that occur after the conclusion of the agreement may be passed on to the Client by OBM Academy.
2. If the cost-price-increasing factors referred to in Article 11(1) result in a

change in the Price of a Course within 3 months of the conclusion of the agreement, the Customer is entitled to dissolve the agreement.

3. OBM Academy will always charge the applicable VAT rate on the costs of the Course the Teaching Materials, the Arrangement fees, and printing rights.
4. OBM Academy's Courses are taxed at the applicable VAT rate.

Article 12 - Liability of OBM Academy

1. If the Client (and/or one or more of its employees) suffers damage, the liability of OBM Academy shall in all cases be limited to compensation of direct damage (liability for indirect damage - for example, consequential damage, damage due to delay, loss of profit and lost turnover - is therefore excluded). Furthermore, the extent of the obligation to pay compensation is limited to the amount paid by the Customer in (or in respect of) the academic year in which the harmful event occurred. OBM Academy's obligation to pay compensation shall under no circumstances exceed the amount actually paid to OBM Academy by the insurer of OBM Academy.
2. OBM Academy is in no way liable for damages of whatever nature resulting from (possible) incorrect or incomplete information/recommendations/advice provided in connection with the Course. This includes the information/recommendations/advice provided by the teacher or via the Course material, the brochure or any other work resulting from or related to a Course.
3. OBM Academy shall not be liable if the Client fails to comply with the (safety) instructions.
4. OBM Academy's liability also extends to all persons for whom OBM Academy is responsible (such as persons employed by OBM Academy or appointed by OBM Academy for the execution of the agreement).
5. The Client guarantees that its employees for whose benefit the Course has been taken have accepted the aforementioned limitations of liability and indemnifies OBM Academy against all claims of those employees.

Article 13 - Delivery of Teaching Materials

1. OBM Academy shall deliver the Teaching Materials to the Client in good time before the commencement of the Course.
2. Wrong or damaged Educational Materials will be replaced immediately by OBM Academy free of charge.
3. All terms of delivery of Educational Materials used by OBM Academy have been established to the best of its knowledge based on information known to OBM Academy at the time of entering into the agreement. OBM Academy does not accept any responsibility for exceeding the delivery periods.
4. OBM Academy shall not be bound by delivery deadlines that cannot be met due to unforeseen circumstances that occurred after the agreement was entered into.
5. When sending Educational Materials abroad, the actual costs will be charged according to applicable basic rates of the relevant postal delivery company, with a 10% surcharge for administrative processing.

Article 14 - Teacher/examiner failure

1. In case of illness and/or absence of a teacher, invigilator, or examiner, OBM Academy will - as far as possible - ensure equivalent replacement. If equivalent replacement turns out not to be possible, OBM Academy shall inform the Client as soon as possible and propose alternative dates on which the Course or meeting in question will be given, or on which the examination in question will be taken.
2. In case of illness and/or prevention of a teacher, invigilator, or examiner, the Client is not entitled to any compensation. OBM Academy will not charge extra costs for providing lessons resulting from illness and/or prevention of a teacher.
3. A Client may not (i) cancel a Course or an examination free of charge due to the failure of a teacher, invigilator, or examination assessor, or (ii) terminate the agreement early due to the failure of a teacher without owing the Reasonable Fee.

Article 15 - Confidentiality

OBM Academy, its staff, and/or persons working for OBM Academy shall treat the information provided by the Client or its employee as confidential.

Article 16 - Personal data

OBM Academy processes the personal data provided by the Client in accordance with the AVG, as also further elaborated in the privacy policy of OBM Academy. The Client guarantees that the data subjects whose personal data is provided have been informed about the processing of their data by OBM Academy.

Article 17 - Intellectual property rights

1. All intellectual property rights, including copyright, pertaining to the Educational Materials provided and compiled by OBM Academy, (or partners/suppliers of OBM Academy), (with the exception of commercially available books) belong to OBM Academy. No part of these publications may be reproduced and/or published without written permission from OBM Academy.
2. The Client guarantees that no drawings, models, documents, materials, or other works provided by it to OBM Academy infringe or violate any intellectual property rights of third parties.

Article 18 - Business partners

OBM Academy is entitled to have a Course or parts thereof provided by a business partner authorised by OBM Academy, in which case the agreement between the Client and OBM Academy and these General Terms and Conditions shall continue to apply in full.

Article 19 - Modification of the General Terms and Conditions

The General Terms and Conditions may be amended by OBM Academy. Publication will take place by means of a personal notification or by means of a general notification on the Website. If an amendment results in the provision to the Client of a performance that deviates substantially from the original performance, the Client is authorised to terminate the agreement as of the date on which the amended General Terms and Conditions enter into force.

1. In only those cases for which binding legal dispute resolution is provided for in formal education, such as those for Customer examinations, the provisions of paragraphs 2 to 8 of this article do not apply.