

## **Online Agreement Technology Deployment Workshop/Training Programme**

By completing in full and submitting to Deployment Matters the (Online) Enrolment Form (the “**Form**”), the person or firm or corporation (the “**Participant**”) whose name is identified as the Participant on the applicable part of the Form is entering into a contract (the “**Agreement**”) with Deployment Matters, and if the person who communicates with Deployment Matters is a representative of the Participant, that person represents and warrants to Deployment Matters that he/she has full authority to enter into the Agreement on behalf of the Participant and has the power to bind Deployment Matters to the terms of the Agreement.

This agreement (the “Agreement”) is by and among the private company with limited liability **DEPLOYMENT MATTERS NETHERLANDS B.V.**, Chamber of Commerce reference 70862109 (hereafter “Deployment Matters”)

and the Participant

**WHEREAS**, Deployment Matters has developed a workshop/training programme designed for both suppliers and operators. It will equip participants with tools, processes and insights to make technology deployment happen.

### **Article 1      Performance**

Under the Agreement, the Participant is responsible and liable for the performance of all obligations required by him/her to be performed under the Agreement.

### **Article 2      Information**

- 2.1. Participant must (and the Participant hereby agrees to) provide Deployment Matters with such information as Deployment Matters requires in relation to the Technology Deployment Workshop/Programme (the “Programme”) which is the subject matter of the Form and of this Agreement and must do so on or before the time or the times and in the manner which Deployment Matters specifies to the Participant in that regard. The Participant hereby acknowledges that any failure by the Participant to provide that information to Deployment Matters as required by Deployment Matters (including if applicable on or before any deadline Deployment Matters specifies in that regard) may mean that, in Deployment Matters’s discretion, the Programme will not necessarily be designed in a manner which otherwise would make it of more utility to the Participant’s particular needs and situation.
- 2.2. In the event of such default by the Participant to furnish the information required, on or before the deadline specified by Deployment Matters for its receiving that information, the Participant waives any claim he/she might wish to make against Deployment Matters respecting the quality of the Programme as actually conducted and its utility to the Participant’s particular needs.

### **Article 3 Cancellation and Refund policy**

- 3.1. Deployment Matters Cancellation and Fee “Refund” Policy: Deployment Matters reserves the right, in its sole discretion, to cancel, reschedule, postpone or otherwise amend or alter the Programme and/or any related event and/or Additional Options (including, without limitation, a Programme Dinner or Personal Coaching), including but not limited to, a change of venue, change of date and/or change in number of participants, at any time before the commencement date of the Programme and/or any related event or Additional Options. Deployment Matters will use reasonable efforts to provide the Participant with notice of such change or cancellation. If Deployment Matters, in its sole discretion, cancels the Programme and/or any related event and/or Additional Options, Deployment Matters will refund the Programme fee. In case of reschedule of the Programme, the participant will be able to cancel the Programme in compliance with articles 3.4 – 3.6.
- 3.2. If, irrespective of the reason, any Participant Attendee fails to attend the Programme and/or any related event and/or Additional Options, subject to Deployment Matters agreeing with the Participant in advance to some alternative arrangement which agreement and arrangement shall be in the sole discretion of Deployment Matters, the applicable Fees paid by the Participant will be forfeited by the Participant, the Participant shall have no right to any refund of those Fees, and Deployment Matters will retain the full amount of the Fees it has received in respect of that Participant Attendee’s participation in the Programme and/or participation in any related event and/or Additional Options.
- 3.3. The Participant will be allowed to substitute another person for a Participant Attendee.
- 3.4. If, irrespective of the reason, the Participant wishes to cancel this Agreement before the Programme has taken place, a) if the Participant gives Deployment Matters notice of such cancellation no later than four (4) clear weeks before the date scheduled for the presentation of the Programme, unless Deployment Matters and the Participant agree to some alternative arrangement, Deployment Matters will refund the Programme fee paid to Deployment Matters.
- 3.5. If, irrespective of the reason, the Participant wishes to cancel this Agreement before the Programme has taken place later than four (4) clear weeks but no later than two (2) weeks before the date scheduled for the presentation of the Programme, Deployment Matters will refund 50% of the Programme fee.
- 3.6. If, irrespective of the reason, the Participant wishes to cancel this Agreement within two (2) weeks before the scheduled starting date of the Programme, Deployment Matters will refund no Programme fee.

### **Article 4 Intellectual Property**

The Participant understands and agrees that any Programme materials (the “Programme Materials”), including but not limited to any presentation slides, which are supplied to the Participant in connection with a Programme, are supplied for the Participants personal use only and may not be copied, reproduced, republished, uploaded, posted, broadcasted, publicly displayed, encoded, translated, transmitted, transferred or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium or person, firm or corporation for copying or reproduction or publication or distribution or for any commercial purpose whatsoever without the prior written consent of Deployment Matters, which consent Deployment Matters may grant or refuse in its sole discretion. If the Participant has any questions concerning the use of the Programme Material, the Participant agrees to submit the Participant’s detailed request in writing to Deployment Matters by email addressed to [info@deploymentmatters.com](mailto:info@deploymentmatters.com)

### **Article 5 Pictures**

By entering into the Agreement, the Participant acknowledges, on his/her behalf and on behalf of any person or persons who attend the Programme pursuant to the Agreement, that pictures might be

taken during the Programme, in the sole discretion of Deployment Matters, for Deployment Matters's sole use and benefit. Participant hereby agrees and consents to being shown in the pictures without any compensation, and without any further notice, consent or approval.

#### **Article 6      Travel insurance**

Deployment Matters recommends that all Participant Attendees purchase or be covered by travel insurance sufficient to cover airfare, hotel, and/or other travel costs incurred by them should Deployment Matters decide in its discretion to change or cancel the Programme and health and hospital insurance. The Participant is wholly responsible for the cost of any such insurance. The Programme fee does explicitly not include any costs to cover airfare, hotel, and/or other travel costs.

#### **Article 7      Liability**

- 7.1. Deployment Matters's total liability due to an attributable failure in the performance of the Programme or on any legal basis whatsoever, expressly including each and every failure to fulfill any representation or warranty obligation agreed with the Customer, shall be limited to compensation for direct damages (as defined in clause 6:66 of the Dutch Civil Code) up to an amount equaling 100% of all amounts invoiced to and paid by the Customer in the twelve months preceding the event causing such damages. Deployment Matters's total liability for direct loss, on any legal basis whatsoever, shall however never amount to more than EUR 10.000 (ten thousand euros). In all cases, a series of related events shall be considered a single incident for the purposes of these limits.
- 7.2. Participant shall be solely responsible for making all decisions and taking actions related to its business. In particular, the Participant further acknowledges that it is not possible for Deployment Matters to guarantee that the Programme will generate any business.
- 7.3. By entering into the Agreement, the Participant, on his/her behalf and on behalf of any person or persons who attend the Programme pursuant to the Agreement, whether or not that person or those persons personally has/have entered into the Agreement and/or has/have personally purchased the right to attend the Programme (collectively, the "Releasors"), hereby acknowledge, release and agree to hold harmless, Deployment Matters, Deployment Matters's parent, related and affiliated companies, and each of their respective officers, directors, shareholders, employees and agents (collectively, the "Releasees") from and against any and all liability whatsoever for any injuries, losses or damages of any kind, including death or property damage or personal injury and any claims based on personality, privacy rights or defamation (including, without limitation, any and all liability for any damage or damages whether direct, indirect, incidental, consequential or punitive) occurring at or in any way in connection with the Programme or in connection with attending or travelling to attend the Programme. In addition, the Releasors hereby acknowledge and agree that the Programme is not meant to provide any specific advice of any kind on any particular matter and agree that the Releasees shall have no liability whatsoever for, and shall be held harmless by the Releasors against, any injuries, losses or damages of any kind, whether direct, indirect, incidental, consequential or punitive, resulting from following the whole or any part of any advice or information published or broadcast or provided at the Programme

#### **Article 8      Applicable law**

This Agreement shall be governed by the laws of the Netherlands, and any dispute arising hereunder shall be resolved in the courts of The Hague, the Netherlands.

#### **Article 9      Privacy policy**

- 9.1. The personal information that the Participant provides will be kept confidential and used in accordance with Deployment Matters's Privacy Policy, which is set out in full at [https://www.deploymentmatters.com/wp-content/uploads/2018/07/Technology\\_Catalogue\\_USER-POLICY\\_version\\_July\\_2018.pdf](https://www.deploymentmatters.com/wp-content/uploads/2018/07/Technology_Catalogue_USER-POLICY_version_July_2018.pdf).
- 9.2. By checking the applicable "box" on the Website, the Participant consents to Deployment Matters collecting and retaining the Participant's personal information and to Deployment Matters sending the Participant information which Deployment Matters believes will or may be of interest to the Participant including information on other Programme which Deployment Matters may conduct in the future. The Participant has the right to revoke this consent at any

time by written request sent to Deployment Matters in accordance with the provisions of Deployment Matters's Privacy Policy.

**Article 10      Payment**

Invoices will be paid by the Participant, without any deduction, discount or setoff, within fifteen (15) days of the invoice date. If the Participant fails to pay an invoice within this payment period, Deployment Matters will be entitled, without further notice of default and without prejudice to the other rights of Deployment Matters, to charge the Participant legal commercial interest (referred to in section 6:119a of the Dutch Civil Code) from the due date until the date of payment in full.