

1. DEFINITIONS:

Agreement: means these terms and conditions.

Course Charges: means the fee payable for the Course selected.

CMC: means CMC Partnership Global Ltd for Courses delivered in and from the UK, Republic of Ireland, Jersey, Guernsey, Isle of Man and Italy, CMC Partnership (Asia) Pte Limited for Courses delivered in Singapore and CMC Partnership Global SA (PTY) Limited for Courses delivered in South Africa.

Course: means the specific CMC Prosci® training or CMC Partnership Global training course selected by the Participant.

Course Booking Date: means the date upon which CMC are in receipt of payment in full of Course fees and the Participant's place is confirmed.

Course Date: means the date on which a Course commences or is due to commence.

Participant: means the attendee of the Course and recipient of the training and associated Prosci® or CMC license benefits.

Personal Data: is defined in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation ("UK GDPR") including any amendment, update, modification or re-enactment of such laws, and means any information relating to an individual who has been identified or can be identified, whether directly or indirectly, by reference to an identifier.

Purchaser: means the purchaser of the Course place for the Participant.

Services: means the training services provided by CMC.

Trainer: means the CMC employee/s who are delivering the Course.

Training Location or Training Mode of Delivery: means the venue or virtual mode of delivery in which the Course is to be delivered by CMC.

Unrecoverable Expenses: means the costs that CMC incurs in reserving a Participant on a Course which cannot be recovered by CMC in the event of non-attendance, including but not limited to Trainer and other staff costs, day delegate rates, room hire, catering and other Training Location or Training Mode of Delivery costs, and materials.

2. CHARGES AND PAYMENT:

2.1. Payment is 100% in advance. A VAT invoice will be issued upon receipt of payment.

2.2. Course fees quoted by CMC must be credited in full to CMC without deductions, the Purchaser is responsible for any and all bank or credit card charges.

2.3. Unless otherwise confirmed in writing by CMC, Participant places are not reserved until full payment is received.

2.4. For in-person training all travel and accommodation is excluded. Participants are responsible for arranging all their own travel and accommodation and for provision of their personal IT equipment.

2.5. For Virtual Instructor Led Training the Participant is responsible for arranging provision of their personal IT equipment and internet access to enable access to the virtual classroom.

3. COURSE AMENDMENTS:

3.1. All requests must be submitted in writing (including via email) by the Purchaser (copying the Participant where different) to contracts@cmcpartnership.com. All requests are subject to the approval of CMC which shall be final.

3.2. Subject to 3.1. above:

3.2.1. SUBSTITUTIONS:

With the exception of the CMC Refresher Workshop for Prosci® Certificated Practitioners (RWP), Prosci® Train the Trainer (TTT) and the Prosci® Experienced Practitioner Programme (EPP) courses, Participants may be substituted at no additional charge at any time, however CMC recommend such substitutions are made no later than 10 calendar days before the Course Date. Substitutions are not permitted for the RWP, TTT and EPP courses.

3.2.2. CANCELLATIONS BY PURCHASER:

- Cancellation 30 calendar days or more before the Course Date: 100% Course Charges refundable subject to an administration fee of £200+VAT for Courses in the UK, Jersey, Guernsey, Isle of Man, or of EUR250+TAX for Courses in Republic of Ireland, Italy or of SGD400+GST for Courses in Singapore which will be deducted from any refund.

- Cancellation 21-29 calendar days before the Course Date: 50% Course Charges refundable.

- Cancellation less than 21 calendar days before the Course Date: No refund available.

3.2.3. TRANSFERS:

All transfers are subject to an administration fee of:

- £200+VAT for Courses in the UK, Jersey, Guernsey, Isle of Man
- EUR250+TAX for Courses in Republic of Ireland or Italy
- SGD400+GST for Courses in Singapore
- ZAR1750+TAX for Courses in South Africa
- Plus any differential in Course cost and any Unrecoverable Expenses, all of which will be payable in full upon request prior to confirmation by CMC of the transfer.

Participants may be transferred to an alternative course where the following conditions are met:

- Request must be received no later than 30 calendar days before the original Course Date.
- CMC must be in receipt of all applicable fees including but not limited to administration fees and any additional Course Charges.
- The alternative course must take place within 6 months of the original Course Booking Date.
- No further substitution, cancellation or transfer will be permitted.

For the avoidance of doubt, in the event of the alternative course being cheaper than the original, no refunds will be made.

3.3. CMC reserves the right to cancel or amend Courses at any time and undertakes to provide the Participant and Purchaser reasonable notice of any such cancellation or amendment where practical. In the event of cancellation of a Course, change in Course Date or change in venue of more than 150 miles, the Purchaser's sole remedy will be to a refund of the Course Charges for the specific Course. Where the Participant is not the Purchaser, Participants shall not be entitled to compensation, costs or damages arising from such cancellation or amendment.

4. PARTICIPANTS:

4.1. Participants shall behave in a reasonable and professional manner throughout the training, and in accordance with the reasonable instructions of CMC, the Trainer, and the owners / managers of the Training Location or Training Mode of Delivery, including acceptance of the Prosci® Single User License or the CMC Individual Licence where applicable as described in clause 7.3 below.

4.2. CMC may remove a Participant from a Course, where, in the sole and final opinion of the Trainer, the Participant is behaving unreasonably, and in which case the Purchaser will not be entitled to any refund of the Course Charges and CMC shall have no further liability to neither the Participant nor the Purchaser.

4.3. Participants must ensure they attend the Course which they are scheduled to attend. CMC will not be held liable, financially or otherwise for any non-attendance whatsoever.

4.4. CMC reserves the right to refuse a Participant registration for any legal reason.

5. LIABILITY AND ITS EXCLUSION AND LIMITATION:

5.1. To the extent permissible by law, CMC shall not under any circumstances be liable for any indirect, incidental, special or consequential damages howsoever caused including but not limited to loss of or interruption to business or profits or other financial loss.

5.2. Notwithstanding clause 5.4 below, to the extent permissible by law, CMC's total aggregate liability to the Purchaser arising out of and in respect of this Agreement shall be limited to the Course Charges actually paid for the Course by the Purchaser hereunder.

5.3. To the extent permissible by law, CMC excludes any and all liability to the Participant where the Participant is not the Purchaser.

5.4. CMC warrants that any Prosci® electronic or physical materials purchased under this Agreement will be free from any virus, Trojan horse, malware, worm or other software routine designed to permit unauthorised access to any software or data or disable or damage any software or data or otherwise disrupt, damage, interfere or result in disruptions, damage or interference with computer and/or telecommunication facilities. The Purchaser's sole and exclusive remedy for any breach of this warranty by CMC, and CMC's entire liability for breach of this limited warranty, will be the indemnification from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable legal fees, asserted against or incurred by the Purchaser from a third party arising out of or resulting from a breach of the aforementioned warranty such liability not to exceed \$500,000 (five hundred thousand US Dollars) in aggregate over the term. Notwithstanding anything to the contrary in this Agreement, CMC will not be liable for any indirect, incidental, special, or consequential damages howsoever caused including but not limited to loss of or interruption to business or profits or other financial loss, arising from this warranty or its indemnification thereof.

6. DATA PROTECTION AND THE UK GENERAL DATA PROTECTION REGULATION (UK GDPR):

6.1. CMC acts as data controller and data processor for Participant and Purchaser Personal Data for separate processing activities. Personal Data includes Participant and Purchaser full names, email, contact details and dietary or other relevant information (if applicable) which shall be used by CMC on the lawful basis of providing the Services described in this Agreement, which for the avoidance of doubt includes but is not limited to administration and management activities reasonably related to provision of the Services and the provision of quotations / proposals for additional work. CMC warrants that it will only use such Personal Data for the purpose of carrying out its obligations hereunder. **The Purchaser as data controller hereby authorises the Personal Data as set out below to be provided to the following sub-processors whose data storage is in the United States of America (USA), each having agreements in place which include EU data protection Standard Contractual Clauses and/or comply with the US privacy shield frameworks:**

- (In relation to a Prosci® Change Management training event) Prosci, Inc. for processing and activation of Participant's online Prosci Portal providing personal access to Prosci licenced tools & templates for as long as the Participant's license and account is active (limited to Participant's full name, email address and feedback forms);
- (In relation to a CMC Skills Builders for Change workshop) Teachable Inc. for processing and activation of Participant's online Teachable's Portal providing access to CMC's Skills Builders workshop materials for as long as the Participant's license and account is active (limited to Participant's full name, email address and feedback forms);
- HubSpot Inc. for processing as part of CMC's customer relationship management functionality.

The Purchaser acknowledges and agrees that CMC may utilise appropriate third parties as sub-processors in connection with the provision of delivering the Services, subject to such sub-processors being contracted via written agreement to include data protection obligations substantially the same and no less restrictive than those set out under this Agreement. A full list of such sub-processors shall be made available upon request to privacy@cmcpartnership.com.

6.2. Participant and Purchaser email addresses may be used to provide relevant news about other CMC products and services under the lawful basis of legitimate interest until instructed otherwise by the Participant or Purchaser.

6.3. CMC warrants that it has complied with and will continue to comply in all respects with its obligations under the Data Protection Act 2018 and the UK General Data Protection Regulations (UK GDPR) including any amendment, update, modification or re-enactments thereof. Specifically, as data processor, CMC will ensure the security of and keep records of its processing activities, notify any Personal Data breaches to the Participant and/or Purchaser, ensure that people processing data are subject to a duty of confidence, delete or return all Personal Data to the Participant and/or Purchaser as requested at the end of the Agreement, take appropriate measures to help the controller respond to requests from individuals to exercise their rights, assist the controller in meeting its UK GDPR obligations in relation to the security of processing, the notification of Personal Data breaches and data protection impact assessments, submit to audits and inspections, and give the controller whatever information it needs to ensure all parties are meeting their obligations. More information is available in our Privacy Policy: <http://www.cmcpartnership.com/privacy-policy>.

6.4. Nothing in this Agreement shall relieve any Party of their own direct responsibilities and liabilities under the UK GDPR.

7. INTELLECTUAL PROPERTY:

7.1 At each Prosci® Course, CMC will provide each Participant with the Prosci® Change Management Content Certificate of Single User License (the "Prosci® Single User License") where appropriate, acceptance of which by the Participant is required for their participation in the Course.

7.2 At each CMC Partnership Global Skills Builder Course, CMC will provide each Participant with the CMC Individual Licence (the "CMC Individual Licence") where appropriate, acceptance of which by the Participant is required for their participation in the Course.

7.3 Refusal by a Participant to agree to the terms of the Prosci® Single User License or CMC Individual Licence where appropriate shall constitute unreasonable behaviour for the purpose of Clause 4.1 above.

8. TERMINATION:

8.1. This Agreement shall terminate on conclusion of the Course.

8.2. Accrued rights, Clauses 5, 6, 7 and 12 and rights by their nature intended to survive termination of this Agreement, shall survive any termination of this Agreement.

9. FORCE MAJEURE:

CMC shall not be in breach of this Agreement if the provision of its Services are delayed, cancelled or reduced through any circumstances beyond its reasonable control including but not limited to any act of God (including but not limited to fire, flood, earthquake, storm, snow, hurricane or other natural disaster), sickness, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet and/or telephone service.

10. ENTIRE AGREEMENT:

This Agreement sets out the entire Agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Purchaser and CMC relating to the Services. In the event of a conflict between this Agreement and any other oral or written understandings, arrangements or agreements between the parties, including purchase orders, this Agreement and the terms and conditions stated herein shall prevail.

11. EFFECTIVENESS:

This Agreement shall be effective upon the Course Booking Date.

12. LAW:

12.1. For Courses delivered in or from the UK, Republic of Ireland, Jersey, Guernsey, Isle of Man and Italy this Agreement shall be governed by and construed and enforced in accordance with English law and English courts shall have sole jurisdiction.

12.2. For Courses delivered in Singapore this Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore and the Singapore courts shall have sole jurisdiction.

12.3. For Courses delivered in South Africa this Agreement shall be governed by and constructed and enforced in accordance with the laws of South Africa and the South African courts shall have sole jurisdiction.

October 2021