

## PUBLIC WORKSHOP - TERMS AND CONDITIONS

### COMMERCIAL CONFIDENCE AND PROPRIETY:

The customer and Blanchard International New Zealand agree to protect each other's ownership and/or stewardship of all intellectual property conveyed and/or consulted in, and in particular not to copy, reuse, reproduce, sell, loan, transfer in whole or in part, alter, abridge or supplement any such property without prior permission. Both parties further agree to treat all business knowledge and materials in the course of this service and thereafter on the basis of commercial confidence and propriety and shall not divulge any such intelligence indiscreetly or competitively against each other. In collaboration with the customer, Blanchard International New Zealand reserves the right at its discretion to assign respective qualified Leadership Consultants and Trainers to customer assignments.

### ONLINE LEARNING AND ASSESSMENTS:

Participant Materials include online learning, and for Situational Leadership II the online Leader Behaviour Analysis ("LBAII") Assessment scored on the Dabox platform subject to Licensee's Subscription terms below\*. The online learning includes a one year subscription to the Participant Materials and Master Toolkit accessed through Licensee's online learning portal entitled "Blanchard Exchange." For SLII® Each User may share the Learn the SLII® Model assets with up to 20 of their direct reports during the Subscription term.

\*Subscription Terms. Client may purchase from Licensee a number of electronic or web courses, assessments, and learning aids ("Subscriptions"). (a) Assignment by Administrator. The administrator has twelve (12) months from the Effective Date of this Agreement (this is deemed the date of purchase) to assign Subscriptions to each User. Subscriptions not assigned within twelve (12) months from the Effective Date expire and are forfeited. (b) Access by User. Each User has twelve (12) months from the date they were assigned the Subscription to use it (this is twelve (12) months of access). Subscriptions automatically expire and are forfeited twelve (12) months after the date of assignment regardless of non use (c) Forfeiture. Client's decision relating to the use of purchased Subscriptions has no impact on Client's obligation to pay subscription fees once ordered by Client. Subscriptions are nontransferable and cannot be shared or used by more than one User. Failure to assign and/or use Subscriptions results in forfeiture. It is Client's responsibility to know the status of available Subscriptions and the applicable expiration date(s). Refunds are not available for expired/forfeited Subscriptions. (d) Term Extensions. Subscription term extension requests will cost an additional fee per User for each additional term. These requests must be submitted to the Licensee Project Manager prior to the expiration date for contracting and processing. (e) Technical Readiness Analysis. A Technical Readiness Analysis ("TRA") of Client's computer system may be required which will be performed by Licensee at no cost (excludes learning management system integrations). (f) Administration.

For Subscriptions administered/managed by Licensee, Client will be charged a per end user/participant ("User") administration fee that will be mutually agreed to by the parties. Clients who elect to do their own administration are responsible for the management of Users and accounting for Subscriptions. Administration means sending out email invitations to Users, managing content distribution, class management/logistics, and basic technical support. Licensee will provide sufficient information and training such as a one hour training call/web conference to enable the Client administrator to perform the administration tasks satisfactorily. Users will have access to content updates during the term of the then current subscription. (g) Technical Support. Technical Support is available at email: support@dabox.se and the Blanchard New Zealand Helpdesk is available Monday through Friday, 8.30AM to 5PM, service@blanchard.co.nz.

Licensee shall use commercially reasonable efforts to have the online learning application accessed through the applicable website available 24 hours per day 365 days per year, except for (i) planned downtime which, to the extent practicable, will occur between Friday at 10PM PST and Monday at 6AM PST, and/or (ii) unavailability caused by a Force Majeure Event.

Emails and voicemails will be responded to within 24 hours for days of normal business operation. (h) Confidentiality of Assessment Data. The parties agree surveys & resulting feedback reports ("Survey Data") will be used solely for developmental purposes. Survey Data is to remain confidential to the individual participants and/or raters. This means Client personnel is expected to maintain this privacy and not provide summaries or copies of the Survey Data to others in such a way that confidentiality is compromised. Survey Data is often aggregated for qualified organizational personnel. However, such aggregates have a minimum number of individuals in order to continue to protect the privacy of individual participants and/or raters. (i) The following terms also apply: For the online LBAII® Assessment scored on the Dabox platform (entity located in Sweden): (a) Credits are valid for twelve (12) months after the date of purchase.

Credits not assigned to a participant within twelve (12) months after purchase are considered expired. (b) After completion, participants or team representatives have sixty (60) days to access their feedback report; and (c) Feedback reports can be printed and/or downloaded and saved electronically.

### PAYMENTS AND CANCELLATIONS:

1. Full payment is required on receipt of invoice, following confirmation of the workshop.
2. Cancellation fees apply at 0% for 30 days' notice, 50% for 14 to 29 days' notice and 100% for 7 or less days' notice.
3. If the participant has logged onto Blanchard Exchange and accessed online pre-work materials, then cancelled their enrollment, a 20% fee will apply.
4. Substitutions on open workshops may be freely made at any time prior to the commencement of the workshop. (Note: Point 3 above applies if Blanchard Exchange has been accessed)

