

# DNV ACADEMY GENERAL TERMS AND CONDITIONS

## TRAINING SERVICES

### 1. TRAINING SERVICES EXECUTION

- 1.1 These terms ("the Terms") shall govern the provision of both classroom and electronically delivered training, excluding hosting, installation or consultancy services, provided by DNV and its group of companies (the "Services").
- 1.2 The Customer acknowledges and consents that DNV may subcontract all or part of the Services under this Agreement to subsidiaries or affiliates enterprises of DNV or to other qualified third parties. DNV is responsible for subcontracted Services in accordance with the provisions of this Agreement.
- 1.3 DNV does not warrant any specific result or undertake any fit for purpose obligations in connection with the content of the Services and/or subsequent use of all or parts of the content of the Services and/or Training Material and Manual and/or Deliverables.

### 2. GENERAL OBLIGATIONS

- 2.1 The parties agree that the proper and timely performance of the Services under this Agreement relies on the parties' effective communication and exchange of relevant information. To this purpose the parties agree to use their reasonable efforts to cooperate in all necessary ways and to develop and maintain open communication and common understanding of the Scope of Training Services under the Agreement.
- 2.2 In the event of delivering classroom training and tutored online training, DNV will provide suitably qualified personnel to carry out the Services. Unless otherwise agreed, DNV may at any time substitute personnel assigned to the Services, provided that any replacement personnel are suitable. Customer may set forth any reasonable and reasoned objection against any of DNV's personnel assigned to the Services by written notice. Without undue delay after DNV's receipt of such notice, the parties shall meet and discuss the objections and any measures or reassignment, pending which DNV may without any liability or penalties suspend any performance of the Services otherwise to be carried out by the relevant personnel.
- 2.3 In the event DNV delivers training at the customer premises, customer agrees that DNV's performance of the Services requires DNV to be granted access and right to inspect all relevant sites and facilities and provision of all relevant, correct and complete documents and information. For this purpose, Customer shall in a timely manner make all necessary arrangements and provide DNV with all reasonably necessary access to the above-mentioned information and sites. Unless it is explicitly agreed as part of the Services to identify discrepancies, errors, inconsistencies or omissions in the information provided by the Customer, Customer shall be responsible for the correctness of the information it provides and DNV is entitled to rely on the accuracy and completeness of such information for the performance of the Services.
- 2.4 Customer shall promptly inform DNV of any actual or likely delay in necessary access to relevant sites or facilities, or delay in providing or changes to the information necessary for DNV's performance of the Services. Should Customer fail to provide DNV with the required timely access or necessary information, DNV may inform Customer of the lack of access or insufficient information and may without any liability or penalties suspend the performance of the Services pending receipt of the Customer's instructions for access and/or necessary information.
- 2.5 Customer shall not use or allow the use of DNV's name or Deliverables, in whole or in part, in order to institute claims or to conduct legal proceedings
- 2.6 The Customer shall ensure that DNV without undue delay receives a list of participants ("Participants").
- 2.7 Customer shall ensure that all Participants in the training shall comply with the reasonable instructions of the Trainer in connection with the provision of the Services. No recording and/or videotaping of Training or E-learning is allowed.
- ### 3. HEALTH, SAFETY AND ENVIRONMENT (HSE)
- 3.1 Both parties shall employ reasonable standards for promoting safety, health and environmental protection and for ensuring safe working environments for their personnel. This shall also apply to personnel from DNV providing the services at the premises of the customer, or personnel from the customer

- joining classroom training at DNV premises. Both parties shall comply with local HSE regulations.
- 3.2 Customer shall inform DNV without undue delay of: (i) any actual or potential HSE risk which Customer is aware of and which is reasonably relevant to the performance of the Work; and (ii) any of Customer's implemented or planned measures against such risks that Customer requires DNV's personnel to adhere to.
- 3.3 Whenever DNV's performance of the Services involves visits to or work on Customer controlled facilities or sites, Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. Whenever DNV's personnel are present on Customer's facilities or sites, DNV's personnel shall adhere to Customer's HSE instructions provided according to this HSE clause. DNV or its personnel may refuse to carry out any activity, or visit any area or site, if DNV or its personnel in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained or otherwise mitigated. Any such decision shall suspend both parties' obligations under this Agreement without any liability or penalties until the parties have agreed on how to proceed.

- 3.4 DNV will perform continuous risk assessments on the health and safety situation of relevant locations where DNV resources will perform Work and DNV reserves the right to decline site visits totally at any time if it is determined that a site visit would imply breach of law, norm, government recommendation, code or similar or if DNV considers that its staff will be subject to an unacceptable risk or danger. In such circumstances, DNV may at its discretion (i) provide a remote service option; (ii) postpone the service until the trip is considered safe; or (iii) adjust the scope and the cost of the accepted proposal to exclude the site visit. DNV will not be subject to any type of penalty, consequence or effect regarding any non-performance of any service or part of it derived by the inclusion of this Clause 3.4

### 4. VARIATIONS

- 4.1 Customer may in writing request DNV to perform additional reasonably similar Services under this Agreement (a "Variation").
- 4.2 Should the Customer request a Variation, or if DNV deems any instruction by the Customer to constitute a Variation, DNV shall set out an overview of the Variation, including the impact on the time schedule and remuneration for such in the form of a Variation order (a "Variation Order"), and shall issue the Variation Order to Customer. Unless the Customer objects to the Variation Order within five (5) business days, the Variation Order shall be deemed as accepted as an integral part of this Agreement. Should the Customer object to the Variation Order, the parties shall discuss the impact of the Variation on the time schedule and remuneration and agree an amended Variation Order.

### 5. TAXES AND REMUNERATION

- 5.1 Each party is solely responsible for paying any and all taxes to any public authority wherever such taxes are levied on the activities of such party. For the purpose of this Agreement, any and all prices, fees, rates or remuneration are agreed as stated exclusive of any form of sales taxes, value added tax, and/or any other similar taxes which may be applicable.
- 5.2 Customer shall effect payment to DNV for the Services, including any Variations, to DNV's bank account stated on the invoice within thirty (30) days of the date of the invoice.
- 5.3 Without prejudice to any other right available to it at law or hereunder, DNV shall be entitled to withhold or suspend Services should Customer fail to make/ or make late payment. In case of late payments, DNV is entitled to charge a market standard default interest rate for late payment according to the applicable law of this Agreement, or 3% above the thirty (30) days LIBOR rate, whichever is the higher.
- 5.4 All payments shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or

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- hereafter imposed by any governmental, fiscal or other authority save as required by law.
- 5.5 In case the Customer has to deduct Taxes according to applicable law client should deduct and pay such Taxes to the respective governmental authority and comply with all applicable regulations. In such an event Customer has to increase the payment of the Rates to DNV to the extent DNV will receive the same Rates as they would have received without such deduction.  
For the avoidance of doubt the aforementioned does not apply to Taxes levied in DNV's home country and calculated on the net income ("Corporate Income Tax"). Such Corporate Income Tax shall be inclusive of the agreed Rates.  
Customer shall provide DNV with a withholding certificate or tax receipt issued in the name of DNV in accordance with applicable laws.
- 5.6 For long term engagements of 12 months duration or more, rates shall be revised periodically every 1st of January.
- 6 CONFIDENTIALITY AND DATA PROTECTION**
- 6.1 Each party ("recipient") agrees to keep confidential any information it receives from the other party ("disclosing party") in the course of the Agreement which, by denotation or reasonable circumstances, is considered confidential to the disclosing party. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that each party may share such information with its officers, employees, affiliates, subsidiaries or subcontractors who are subject to confidentiality obligations reflecting the principles herein.
- 6.2 Regardless of anything to the contrary in this Agreement, and subject to the exceptions in the clause below, the Training, E-learning, all Training Material and Manual as well as the content thereof, in addition to any user names and passwords provided by DNV, shall be deemed to constitute confidential information
- 6.3 The Customer shall ensure that all access credentials provided by DNV for access to the E-learning or Training Material shall only be disclosed to the Participant and shall be kept confidential by the Participant to whom such credentials (e.g. user name and/or password) are provided (and the same will not be disclosed to third parties, or other employees or representatives of the Customer without DNV's prior written consent). The Customer and any Participant shall immediately notify DNV if it becomes aware of the loss, theft or disclosure to any third party or any unauthorized use of access credentials.
- 6.4 The obligations set forth above shall not apply to (a) DNV's reference to the Customer under this Agreement in any efforts to secure other business, unless the Customer expressly and in writing forbids such reference, or (b) to any information which: (i) was or becomes known to the recipient from a third party without any confidentiality obligation; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; (iii) is required to be disclosed by any competent court, governmental agency, flag state administration, or other relevant public authority in accordance with applicable law, court order or other public regulation; or (iv) has demonstrably been developed by the recipient independently from this Agreement.
- 6.5 Notwithstanding the above, unless otherwise explicitly agreed, DNV shall have the rights to: (i) use any information generated in the course of the Services which contain or otherwise reflect the information of the Customer for statistical, analytical and training purposes within the DNV Group of companies, provided that such information is kept internally within the DNV Group of companies or published only in aggregated anonymous forms; and (ii) make reference to Customer and/or the Services under this Agreement in any efforts to secure other business, unless Customer expressly prohibits in writing such reference.
- 6.6 The obligations in this section shall survive the completion of the Work or termination of this Agreement and remain for as long as the relevant information is confidential.
- 6.7 DNV processes Customer's personal data for conducting the performance under this Agreement. The parties acknowledge that DNV acts as data controller in this regard. Both parties warrant that they comply with all relevant laws and regulations relating to data protection, whether local, national or supranational. For detailed information on how DNV handles personal data see <https://www.dnv.com/privacy/index.html>. The Customer will inform the data subjects whose personal data is transferred to DNV about this privacy notice when providing DNV with access to their personal data.
- 7 INTELLECTUAL PROPERTY RIGHTS**
- 7.1 DNV shall be deemed to have full ownership rights, including copyright, to the Training, E-Learning and Training Material (if the Training Material is created by DNV) and Manuals as well as any other deliverables created or provided by DNV as part of the Services, including any Customized Training. Subject to the Confidentiality clause contained herein, Participants, as defined in clause 7.3 below, shall have a restricted license to use the Training Material and Manuals only for Customer's internal purposes for a period of 12 (Training Material) and 24 (Manuals) months ("license period") after the Training or E-learning has taken place. This right to use the Training Material and Manuals does not include a right to transfer, sub-license or otherwise distribute the Training Material or Manuals to third parties within or outside the Customer's organization - whether in digital or paper format - nor the right to copy, re-issue, reverse-engineer, translate, change or otherwise amend the Material and Manuals;
- a) a time-limited, restricted right to access and use the E-learning for Customer's internal purposes. The license does not include a right to transfer, sub-license or otherwise distribute or give access to the E-learning for third parties within or outside the Customer's organization - whether in digital or paper format - nor the right to record, copy, re-issue, reverse-engineer, translate, change or otherwise amend the E-learning;
- b) a time-limited, restricted right to access and use the customized E-learning for Customer's internal purposes. The license does not include a right to transfer, sub-license or otherwise distribute or give access to the customized E-learning for third parties within or outside the Customer's organization - whether in digital or paper format - nor the right to record, copy, re-issue, reverse-engineer, translate, change or otherwise amend the customized E-learning.
- 7.3 License to use E-learning tool:  
Unless otherwise agreed, the E-learning tool consists of an online training that may be digitally accessed by the Participants, logging in using unique username and password. The license to use the E-learning tool consists of a restricted right to access and use the tool online for a period of 90 days for the purpose of a Participant's following of the E-learning. The license does not include a right to download or otherwise copy the E-learning. Unless otherwise agreed, the number of individual E-learning Participants per Customer is 1 (one).
- 7.4 At the expiry of the license period, Customer shall ensure that all Training Material and Manuals are deleted or destroyed and cease any use of E-learning or customized E-learning. DNV shall have a right to audit Customer's compliance with this article 7. Customer shall be given reasonable notice of such audit and shall give necessary reasonable assistance free of charge for this purpose.
- 7.5 Both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement shall remain the sole property of the originating party.
- 7.6 The obligations in this article 7 shall survive the completion of the Services or termination of this Agreement.
- 8 FORCE MAJEURE AND RESTRICTIONS ON TRADE**
- 8.1 Neither party shall be in breach of this Agreement, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of the affected party, including but not limited to armed conflict, terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructure, sanctions, or any public restrictions following any of the incidents above, or any other force majeure occurrence.
- 8.2 In the event of a force majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation. Either party shall be entitled to terminate the Agreement with immediate effect should the force majeure occurrence endure for more than thirty (30) days.
- 8.3 Both parties may terminate this Agreement with immediate effect, without any liability or penalties, if the party, its ultimate parent company or its ultimate parent company's subsidiaries

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or affiliates are or become subject to sanctions or penalties imposed by a national government, the United Nations, the European Union or similar organisations related to the Work which is provided hereunder, or if the Work would be considered to be illegal or in conflict with applicable law for the respective party, its subcontractors and/or its subcontractor's parent companies.

### 9 LIMITATION OF LIABILITY

- 9.1 The Customer shall indemnify, defend, and hold DNV harmless from all losses, costs and expenses incurred by DNV as a consequence of a failure of the Customer to fulfil its obligations under this Agreement.
- 9.2 In no Event shall either party be liable to the other party for any liquidated, special, incidental, punitive, consequential or any other form of indirect losses or damages, including but not limited to loss of profits, business, or use, arising out of or in connection with this agreement, howsoever such may arise, whether under contract, tort (including negligence), strict liability or otherwise.
- 9.3 Except in the case of circumstances for which a party may not lawfully limit its liability under this agreement's applicable law, DNV's maximum aggregate liability under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the lesser of (a) a sum equal to the fee paid to DNV under this agreement, or (b) USD 10,000 (ten thousand United States Dollars).
- 9.4 If either party becomes aware of any incidents likely to give rise to a claim under the above indemnities, such party shall notify the other party immediately.

### 10 INSURANCE

- 10.1 Both parties shall maintain adequate insurance coverage for general and professional liabilities and their relevant personnel under the Agreement, for such amounts and on such terms as are reasonably standard in their respective industries and with underwriters who are in good standing.

### 11 FAIR BUSINESS PRACTICE, ANTI-BRIBERY AND COMPLIANCE

- 11.1 The parties shall conduct their respective business activities in a fair, ethical, and lawful manner in accordance with generally accepted codes of conduct (including but not limited to the DNV code of conduct), avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labour, breach of human rights, or the imposition of unreasonable work conditions.
- 11.2 Customer shall indemnify and hold harmless DNV from any breach of this clause.

### 12 TERM, TERMINATION AND CANCELLATION OF THE AGREEMENT

- 12.1 This Agreement shall remain in full force and effect until all Deliverables are delivered, or the Services are otherwise completed and paid for in full, or terminated earlier by the parties' mutual agreement or in accordance with the subsection below.
- 12.2 Each party shall have the right to terminate this Agreement at any time upon 30 days written notice to the other party. In the event of termination by the Customer, the Customer shall reimburse DNV for all Services performed or commenced before the date of termination, and all documented, necessary and reasonable costs and expenses incurred by DNV as a consequence of such termination.
- In case of termination by DNV, Customer's sole claim against DNV shall be the refund of the fees paid by Customer for the Training or E-learning not commenced or completed before the date of termination.
- 12.3 DNV reserves the discretionary right to cancel any Training or E-learning (the "Event") and shall make reasonable endeavours to inform the Customer and/or participants of such cancellation with prior written notice. In case of cancellation by DNV, Customer's sole claim against DNV shall be the refund of the fees paid by Customer to DNV for the cancelled Training or E-learning.
- 12.4 Customer shall have the right to cancel its participation in the Event by giving prior written notice to DNV prior to the commencement of the Event. In case of Customer's cancellation, the following cancellation fee shall apply, taking into account any prepaid fees and costs:
- a) If written notice is given less than 30 days but more than 14 days prior to the commencement of the Event – 50% of the

agreed fee plus 100% of any unrecoverable expenses incurred by DNV in respect of the Event.

- b) If written notice is given 14 days or less prior to the commencement of the Event – 100% of the agreed fee plus 100% of any unrecoverable expenses incurred by DNV in respect of the Event.
- The Customer acknowledges that the forgoing cancellation fee represents a genuine and reasonable pre-estimate of the losses that DNV will incur in the event of cancellation (due, inter alia, to the inability of DNV to reallocate its personnel to other assignments within the cancellation period).
- c) In the case of locally deviating conditions, the customer will be informed in a written booking confirmation (e.g. by email). These local conditions would supersede the notice period as above. If the customer does not agree to the local conditions, he has the right to immediately cancel his participation within the next two working days, otherwise they are assumed as being accepted.
- d) "Unrecoverable expenses" includes, but is not limited to development of customized content, training room and equipment hire, training participant and trainer accommodation, trainer travel, catering, printing and shipping of course materials.
- 12.5 Both parties shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder or if the other party goes bankrupt or enters into liquidation proceedings or enters by any similar circumstance anywhere in the world.
- 12.6 DNV shall have the right to terminate the Agreement if the requested documents, information or access, according to article 2.3 above, has not been provided in a timely manner.
- 12.7 Participants not making use of the complete Services provided do not have a right to a refund of fees from DNV

### 13 LAW AND JURISDICTION

- 13.1 This Agreement shall be governed by and construed exclusively in accordance with the laws of Norway, without regard to principles of conflicts of law.
- 13.2 The parties shall use their reasonable efforts to resolve any claim or dispute arising in relation to this Agreement by negotiations within a reasonable time. Should the parties fail to resolve any claim or dispute by negotiations, the dispute shall be exclusively subject to the jurisdiction of the courts of Oslo, Norway.