



Your attendance at a Kepner-Tregoe (KT) Workshop shall signify that you have reviewed and understand the Terms and Conditions enclosed herewith and that you agree to be bound by, and to comply with, the Terms and Conditions and all conditions established by KT in connection with your attendance at the Session.

Public Session Workshop Terms & Conditions

Workshop Cancellation Policy

Cancellations or requests to reschedule received less than 10 (ten) business days, or 2 (two) calendar weeks prior to the start date of this program will not be eligible for a refund. Should you need to cancel or reschedule within this timeframe, replacements are acceptable with the advance approval of KT. If you do not notify us in advance of your inability to attend, you will be billed the full cost of the program.

KT will confirm the workshop schedule for the session ten (10) business days, or 2 (two) calendar weeks prior to the date of the session. In the event that a workshop must be cancelled due to unforeseen circumstances, all fees and deposits are refunded in full or may be transferred to another workshop held within the next 12 months.

KT is not responsible for reimbursement of non-refundable airline tickets, hotel, etc. in the event of a workshop cancellation. Please check on the workshop status before making travel arrangements.

You may replace an individual for the workshop, prior to the training commencing, with the consent of KT which will not be unreasonably withheld. Written notice of the replacement must be made to KT prior to the commencement of the training session.

Workshop Payment Policy

Workshop fees must be paid in full prior to the attendance at the workshop, unless agreed to in advance in writing by KT.

Materials: Intellectual Property

KT reserves all rights with respect to its intellectual property and to third-party intellectual property of which it is an authorized Licensor, including, without limitation, intellectual property delivered in connection with the services to be performed by KT under this Agreement, whether expressed in print, electronic media or any other form. You shall not modify, reproduce or reuse



on paper, electronic or any other media, any KT materials or third-party licensed intellectual property provided within this workshop without the prior written consent of KT. Nothing herein shall be construed as conveying an ownership interest in or license to KT's or any third-party's intellectual property provided to you in the workshop.

Each set of workshop materials, either in paper or digital format, is intended for singular use and is assigned to the person who initially takes possession. The paper materials are not to be shared or distributed to others. Similarly, usernames and passwords for digital materials are not to be shared or distributed to others. Should you receive both digital and paper workshop materials, these are intended for assignment to the same person only.

Warranty

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SERVICES,

INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. KT'S LIABILITY SHALL IN ALL EVENTS BE LIMITED TO THE SUM OF ALL FEES CHARGED BY KT HEREUNDER.

KT shall apply reasonable care and skill while performing Services. KT's sole liability for breach of this warranty shall be to re-perform the Services in question. This warranty shall only extend for a period of ten (10) days after completion of the Services in question.

ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

Limitation of Liability

You expressly understand and agree that KT and its affiliates, officers, employees, agents, partners and licensors shall not be liable to you in any way for any direct, indirect, special, incidental, punitive or consequential damages of any character, including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract or any and all other commercial damages or losses resulting from any matters relating to the attendance at our workshops.

We do not exclude or limit our liability to you in any case where it would be unlawful to do so. If any exclusion or limitation of liability is held inapplicable or unenforceable, then our liability



to you for any direct or non-direct type of damages shall be limited to the amount you have paid for the workshop. In no event shall we be liable for damages in excess of this sum.

Indemnification

You agree to defend, indemnify and hold harmless KT, its shareholders, directors, officers, employees, agents, attorneys, parent companies, subsidiaries and affiliates from and against any and all claims, liabilities, judgments, penalties, taxes, costs and expenses (including reasonable attorney fees and costs) arising out of or related to your breach of this Agreement or any of its representations, warranties, covenants or undertakings hereunder. KT shall promptly notify you of any action commenced on such a claim. KT shall have the right at all times, in its sole discretion, to retain or assume control of the defense of any such claim. You agree not to settle any claim unless you have received consent in writing from KT expressly authorizing you to do so.

Force Majeure

KT shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of a Force Majeure Event. A Force Majeure Event shall mean any causes beyond KT's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond KT's control, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event KT shall be excused from its obligations for the period of the delay.

Miscellaneous

This agreement contains the entire agreement between the parties hereto pertaining to the subject matter. This agreement shall be governed by the substantive laws of the State of New Jersey, without regard to its conflicts of law principles. The venue for any dispute arising hereunder shall be the state or U.S. federal courts located in New Jersey.