

terms and conditions of sale

This agreement (hereinafter, the **Agreement**) between UMA Academy B.V., a limited liability entity organized under the laws of The Netherlands, having its principal place of business at Falckstraat 51-H, in Amsterdam, 1017 VV, The Netherlands, including its officers, directors, shareholders, employees and representatives (hereinafter jointly referred to as: **UMA Academy**) and you (the **Client**) sets forth the terms and conditions that shall apply to the sale of all products and services such as, but not limited to, book publications, educational and instructional materials or recordings, courses, hands–training, workshops and coaching sessions (the **Products**).

The terms of service regarding the use of our online services (the **Terms of Service**) are incorporated herein and made part of this Agreement by this reference. The Terms of Service can be found on our website www.uma-institute.com/academy/terms_of_service. In case of conflict or discrepancies between the terms of this Agreement and the Terms of Service, the terms of this Agreement shall prevail.

UMA Academy and the Client are hereinafter referred to as a **Party** or the **Parties**.

1. Ordering

- 1.1. **Orders.** Client shall order the Products (a **Purchase Order**) via online registration or in reference to a proposal from UMA Academy (the **Proposal**). All Purchase Orders shall be subject to acceptance by UMA Academy at its sole discretion, and shall be governed by the Terms and Conditions of Sale set forth herein. For the avoidance of doubt, any terms and conditions on any submitted Purchase Orders or any other documentation provided to UMA Academy shall be null and void, unless otherwise agreed between the Parties in writing.
- 1.2. **Acceptance.** UMA Academy's acceptance of a Purchase Order shall be made by sending an electronic acknowledgement and acceptance of a Purchase Order, which may be via email.
- 1.3. **Invoicing and Payment.** Upon the acceptance of a Purchase Order, UMA Academy will invoice the Client for the full amount of the fee for the Products specified in the Proposal, unless Client has already paid in full for the Products via online registration. Payment from the Client to UMA Academy is due thirty (30) days after the issuance of the applicable invoice. Unless stated otherwise in the applicable invoice, all payments to UMA Academy by the Client shall be made in EUR and by transfer of immediately available funds to the account listed on the invoice.
- 1.4. **Travel and Expenses.** In the case of an on-site training, workshop or coaching event (the On–site Event), the Client will be responsible for the travel and accommodation costs of the UMA Academy faculty and supporting staff involved. Such costs — which include

terms and conditions of sale

transportation, lodging, food and drink, and other normally-incurred travel expenses — shall be incurred in accordance with UMA Academy’s Travel and Expense Policy, which is available upon request. Unless otherwise described in the Proposal, those costs shall be invoiced to the Client upon completion of the On-site Event, and payment thereof shall be made within 30 days of issuance of the invoice. In cases other than an On-site Event, the Client will be responsible for the travel accommodation costs of the participants in a training event.

2. Courses

- 2.1. UMA Academy will provide any Master Course, training, workshop, video course, audio course, demonstration session, webinar, online event, or online program described in the Proposal (the **Course**), at the time and place indicated in the Proposal, for the number of participants indicated in the Proposal, in consideration of the fee specified in the Proposal.
- 2.2. The Client shall ensure that all its participants in the Course register in a timely and complete manner as requested by UMA Academy and that all its participants accept and sign the Course Disclaimer and Consent Agreement attached hereto as Annex 1.
- 2.3. The Client may substitute one or more attendees for Training by providing notice of such substitution not less than **five (5) business days** prior to the scheduled commencement of such Training, along with accurate and complete information on the substitute attendees.
- 2.4. Scheduled attendees who fail to attend a Course for any reason, and who have not been substituted in accordance with section 2.3, shall be deemed “no shows” and the Client shall be responsible for 100% of the associated fees and expenses for such attendees.
- 2.5. UMA Academy shall provide such documentation as it deems beneficial and appropriate for the Course, including, but not limited to all printed, audio, video, digital, online, and other materials as well as any materials, research, books, articles, and other works of authorship, and products or services, created by UMA Academy and related to the Course (collectively, the **Materials**). The Client acknowledges that the Materials contain confidential information of UMA Academy, and agrees that such documentation is for the exclusive use of Client’s attendees to the Course, and may not be altered, copied, captured or distributed without the express written consent of UMA Academy.
- 2.6. UMA Academy may cancel any order for a Course – for example, in the case of insufficient enrollment – by providing the Client with notice of such cancellation no less than **five (5) business days** prior to the scheduled commencement of such Course. In case of such cancellation, UMA Academy shall cooperate with the Client to reschedule. To the extent that the Training is not rescheduled within **thirty (30) business days**, UMA Academy shall refund to the Client any amounts previously paid for the cancelled Course.
- 2.7. In the case of an online Course, the Client agrees UMA Academy will not be liable to Client or any third party for any loss, liability, cost, payment, damages, debt or expense

terms and conditions of sale

arising directly or indirectly from Client's inability to access the Training due to failures caused by a faulty internet connection or network outage.

3. Miscellaneous

- 3.1. **Non—solicitation.** For twelve (12) months following the most recent order for a Course under this Agreement, the Client shall not employ or enter into an independent contracting relationship, or attempt to employ or enter into an independent contracting relationship or induce or cause a third party to employ or enter into an independent contracting relationship, with any current or former employee of UMA Academy involved in the provision of Courses to Client hereunder.
- 3.2. **Taxes, License Fees and Other Charges.** In addition to any other sums payable hereunder, the Client shall pay and be responsible for all taxes, VAT, fees, duties, and licenses, and for obtaining all governmental or other approvals or other licenses, necessary for or arising from the sale of the Products (excluding taxes based upon UMA Academy's income).
- 3.3. **No Waiver.** Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The waiver by either party of a breach of any provisions herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver shall be expressed in writing.
- 3.4. **Force Majeure.** Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due by one party to another under this Agreement) to the extent caused by an event beyond the reasonable control of such party, including, without limitation, government regulations or orders, outbreak of a state of emergency, acts of God, war, warlike hostilities, civil commotion, riots, epidemics, fire, strikes, lockouts, or any other similar cause or causes, provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.
- 3.5. **Severability.** If any of the provisions or portions thereof of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, the parties agree to negotiate in good faith to draft a new agreement that comports with the original intent of the parties. If after thirty days, the parties have been unable to reach agreement, this Agreement will be deemed terminated.
- 3.6. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter and supersedes all prior agreements or representations, oral or written, regarding such subject matter and/or any purchase order terms and conditions and/or any marketing materials. Unless otherwise stated in this Agreement, no modification of or amendment to this Agreement, nor any waiver of rights under this Agreement, shall be effective unless in writing signed by authorized representatives of both parties.

terms and conditions of sale

- 3.7. **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

annex 1

Course Disclaimer and Consent

Master Courses and other training events

This agreement (hereinafter, the **Agreement**) between UMA Academy B.V., a limited liability entity organised under the laws of The Netherlands, having its principal place of business at Falckstraat 51-H, in Amsterdam, 1017 VV, The Netherlands, including its officers, directors, shareholders, employees and representatives (hereinafter jointly referred to as: **UMA Academy**) and you sets forth the terms and conditions which govern your participation in an UMA Academy Master Course, training, workshop, video course, audio course, demonstration session, podcast, webinar, online event, or online program (the **Course**).

The terms of service attached hereto as Annex 1 (the **Terms of Service**) are incorporated herein and made part of this Agreement by this reference. In case of conflict or discrepancies between the terms of this Agreement and the Terms of Service, the terms of this Agreement shall prevail.

Please read this Agreement and the Terms of Service carefully before accessing or using the Website and participating in a Course. You confirm that you are sufficiently qualified, trained and capable to participate in the Course and all its related activities.

UMA Academy Courses and programs are proprietary methods and provide educational written information, live webinars, discourses, video demonstrations, examinations and hands—on training (**Content** or **Features**) for professional development of aesthetic physicians.

By accessing and using the Features on the Website and/or registering for a Course, you agree to be bound by the terms and conditions set forth below. If we request, you will agree to sign a non—electronic version of this Agreement.

You acknowledge and agree that the Course is the exclusive intellectual property of UMA Academy (the **Intellectual Property**). You further understand that UMA Academy is the exclusive owner or licensee of all materials utilized in the Course including, but not limited to, all printed, audio, video, digital, online, and other materials as well as any materials, research, books, articles, and other works of authorship, and products or services, created by UMA Academy and related to the Course (collectively, the **Materials**).

UMA Academy retains all rights in and to all Intellectual Property utilized or referenced in the Course and the Materials including, but not limited to, the copyrights in the Materials and all associated trademarks. No Materials or any portion thereof are sold or otherwise transferred and UMA Academy does not sell any title, ownership right, or interest in or to any of the Materials. You will not acquire any right of ownership, in whole or in part, in and to any of the Intellectual

annex 1

Property. Any goodwill that accrues to the Intellectual Property because of your use of the Intellectual Property will inure to the sole benefit of UMA Academy and become the sole property of UMA Academy.

You agree to hold an ethical professional stance by citing the sources of concepts, terminology and materials you use in your professional capacity.

You agree that all personal information of any participant relayed within the Course is strictly and completely confidential. You shall not disclose any of this confidential information to any other person or entity under any circumstances. You shall not make any audio, video, audiovisual, or other recordings of any portion of the Course nor shall you duplicate, reproduce, distribute, publish, or discuss any of the confidential information contained in or related to the Course.

UMA Academy shall not be liable or responsible for any unauthorized recording of the Course. You also agree that UMA Academy shall have no liability or responsibility for the use or exploitation of any unauthorized recordings.

You understand that if at any time UMA Academy approves or undertakes the recording of a Course, you hereby grant to UMA Academy the right and permission to film, photograph, videotape and/or record you (including your image, picture, likeness and/or voice) and to use the resulting film, photographs, videotapes, digital imagery and/or recordings (collectively, the **Footage**), as edited or altered by UMA Academy in order to create marketing and promotional materials, training materials and reports, or other work product created by or for the benefit of UMA Academy (**Work Product**).

You hereby assign to UMA Academy all right, title and interest to the Footage and Work Product, including, but not limited to, all copyrights, without any further compensation to you. You release and discharge UMA Academy from any and all claims and demands that may arise out of or in connection with the use of the Footage, including without limitation any and all claims for libel or violation of any right of publicity or privacy.

You understand and agree that all your sessions, meetings, and consultations with UMA Academy mentors, instructors and staff (collectively, the **Faculty**) are undertaken at your own risk and that UMA Academy does not monitor, control, influence, or regulate Faculty. You hereby release UMA Academy and its related parties from any and all liability or responsibility for any acts or omissions of any Faculty and any claims related thereto. You understand that UMA Academy makes no representations or warranties about the characteristics or quality of the services you may receive.

annex 1

In the event that UMA Academy or its authorized representatives or agents or Faculty member requests that you discontinue your participation and involvement with the Course, you will immediately leave the Course, and the premises upon which the Course is being held.

UMA Academy is not responsible or liable to you or anyone else for any loss or injury or any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory permitted by law arising out of or relating in any way to (i) the use of or inability to use the Materials or Features; (ii) any content contained on the Website or otherwise presented in connection with the Course; (iii) statements or conduct posted or made publicly available on the Website or otherwise presented in connection with the Course; (iv) any other matter relating to the Website and/or the Features.

You will be solely and exclusively liable for all your acts and omissions at all sessions, meetings, and consultations related to any Course, including, but not limited to, at a Course event, during an online course or program, through your private practice, and/or at an unaffiliated location.

You agree to abide by all UMA Academy policies, procedures, and guidelines as posted on the Website and those UMA Academy policies, procedures, and guidelines otherwise communicated by or on behalf of UMA Academy during or in connection with the Course.

You hereby indemnify and hold harmless, release, remise and forever discharge and covenant not to hold legally liable UMA Academy, from any and all claims, demands, damages, actions, or causes of action whatsoever related to your participation in the Course and your use of the UMA Academy Website.

This Agreement is the only agreement between you and UMA Academy regarding your participation in the Course, supersedes any other similar agreement, and cannot be modified except in writing by UMA Academy and signed by the parties electronically or otherwise. This Agreement will be binding upon you and your heirs, executors, administrators, and legal representatives. You acknowledge that you have carefully read this Agreement and understand its contents.

If any provision of this Agreement is unenforceable, invalid, or violates applicable law, such provision shall be deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.

This Agreement will be governed by the laws of the Netherlands. With respect to any disputes or claims, you and UMA Academy agree to submit to the exclusive jurisdiction of the competent courts of Amsterdam, The Netherlands.

annex 1

Signature

Date

Participant's full name	
Address	
Postal code	
City and country	
Date of birth	
Course description	
Course date(s)	