

1. Preamble

- 1.1 Force Technology, company reg. (CVR) no. 55117314, is a government-approved research and technology organisation ("RTO Institute"), registered under Danish law and having its address at Park Allé 345, 2605 Brøndby, Denmark.
- 1.2 For the purpose, of these general conditions (the "Conditions"), "Customer" shall mean the party with whom Force Technology (hereinafter "Force") enters, into a contractual relationship.
- 1.3 The Customer and Force are collectively referred to as the "Parties" and individually as a "Party".
- 1.4 The Parties shall prepare a written agreement (the "Agreement") describing the deliverables to be provided by Force under the Agreement (the "Deliverable"). If registration takes place online, Force's confirmation, and the terms listed therein, constitute the Agreement between Force and the Customer. The 'Agreement' includes Force's quotation, with these General Terms and Conditions attached, the Customer's purchase Order, Force's Order Confirmation, Force's Code of Conduct, and, if relevant, Force's Personal Data Policy. In case of discrepancies between the Agreement documents, Force's Order Confirmation shall prevail, after which the documents shall prevail in the order listed above. Where the Service is ordered through Plan2Learn, the terms and conditions set out therein shall prevail over the Agreement.
- 1.5 Consultancy services shall not form part of the Deliverable unless explicitly stated in the Agreement.
- 1.6 These Conditions form an integral part of our services, and acceptance of these Conditions is a prerequisite for the validity of Force's Order Confirmation and the prices stated therein, regardless of any submission of the Customer's own terms, which will subsequently be considered invalid. In order, to be valid, any derogation from or amendment to the Conditions shall be agreed in writing between the Parties.
- 1.7 Any documents supplied by the Customer (e.g., specifications, plans, designs, models, or the like) are of key importance to Force's performance of the Deliverable. The Customer is responsible for the accuracy, technical relevance, and completeness of the contents. Force is not under any circumstances obligated to verify such documents beyond their contents.

2. Offer

- 2.1 In the case of electronic course registration, such registration will be binding once the Customer has received e-mail confirmation of participation in the course.
- 2.2 Force's offer is valid for a period of thirty (30) calendar days, unless otherwise agreed in writing between the Parties.

3. Health and safety at work

- 3.1 The Customer guarantees safe working conditions, including sufficient and correct instruction of Force's employees at workplaces designated by the Customer.
- 3.2 If Force's employees independently assess that the performance of the work poses a health or safety risk to Force's employees or otherwise prevents the safe performance of the work, Force's employees may at any time cease working without Force or Force's employees incurring any liability in that respect towards the Customer.

4. Price

- 4.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the price shall be determined on a time-spent basis.
- 4.2 Force may adjust its prices once annually as of 1 January in accordance with Statistics Denmark's net price index. In addition, Force may implement extraordinary price adjustments if significant changes occur in external conditions that have a direct impact on Force's cost base, including but not limited to pandemics, acts of war, international crises, substantial increases in energy prices, changes in currency conditions, or legislative measures.
- 4.3 If price of the Deliverable wholly or partly was determined on a time-spent basis and exceeds the price offered and/or estimated by up to ten per cent (10%) of the offered/estimated price, Force reserves the right to invoice that amount without prior notice.
- 4.4 If no prices have been agreed between the Parties, Force will determine prices in accordance with Force's generally applicable prices at the time of provision of the Deliverable.
- 4.5 Unless otherwise provided in the Agreement, all prices are stated exclusive of:
 - a) Taxes and duties, including VAT and customs duty;
 - b) Any expenses or fees in connection with packaging, handling, insurance, and transport of goods which will be invoiced separately to the Customer.
- 4.6 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer will be invoiced immediately after registration for the course.
- 4.7 If the course participant is registered for a course with Force as well as for subsequent certification by Force Certification A/S, payment for both the course and the certification will be charged by Force Certification A/S.

5. Payment terms

- 5.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer shall comply with the following payment terms:
- a) The Customer's payment date is thirty (30) calendar days calculated from the date of invoice, unless the Parties have agreed upon a payment plan and/or a prepayment, then the Customer's payment date is five (5) calendar days.
 - b) Payment must be made to the bank account designated by Force
 - c) The Customer shall pay all amounts due under the Agreement. The Customer shall not be entitled to effect offsetting, deduct counterclaims, or exercise any lien in amounts due.
- 5.2 In the event of late payment, the Customer shall pay interest to Force of two per cent (2%) per month of the amount due until payment is made.
- 5.3 In the event of the Customer's failure to comply with the payment terms, Force may, without incurring any liability in that respect, be entitled to suspend the performance of its obligations under the Agreement until the Customer has complied with the payment terms. Suspending the performance shall also include retention of any documentation including, but not limited to documentation of course participation etc.
- 5.4 The provisions of this clause do not restrict Force's other rights or remedies for breach.
- 5.5 Force reserves the right to offset any outstanding payments in the event of disputes in relation to the Agreement and/or other agreements with the Customer.

6. Extra work

- 6.1 "Extra Work" shall mean Services provided in connection with or in addition to the Agreement or work derogating from what was agreed under the Agreement.
- 6.2 The Customer may request alterations to the scope, quality, design, and composition of the Service originally agreed ("Alterations") until the Products have been delivered. Such requests shall include an exact description of the Alteration in question.
- 6.3 Within a reasonable time of receipt of a request for Alteration, cf. clause 6.2 above, Force shall inform the Customer in writing of whether and how the Alteration may be executed, specifying the price of the Alteration, the time schedule for the Alteration and any other amendments to the Agreement.
- 6.4 Where Force is to perform Extra Works, Force will be entitled to both
- a) an extension of time to the extent deemed necessary by Force and,
 - b) payment for such Extra Works.
- 6.5 Force is not obliged to execute Alterations until the Parties have agreed on how such Alteration will affect the price, the time schedule, and other terms of the Agreement.
- 6.6 The Customer is liable for any costs and expenses due to Extra Works and/or Alterations unless the Parties explicitly have agreed otherwise.

7. Notice of defects

- 7.1 In the event of defects, the Customer shall immediately notify Force thereof in writing, stating the exact nature of the defect. If notice of defect is received concerning a defect for which Force is liable, Force will, at its discretion, take remedial action or make a redelivery or a subsequent delivery of the course material.

8. Liability

- 8.1 Force's is not liable for any costs, loss, or damage, unless the Customer can document that such costs, loss, or damage was foreseeable and caused by error or neglect on the part of Force in connection with the provision of the Deliverable.
- 8.2 Force will provide the Deliverable based on the knowledge and/or technique available to Force at the time when the Deliverable is provided.
- 8.3 Force is not liable for any loss or damage resulting from (i.) the course participant not passing the course and/or not obtaining the subsequent certification, or (ii.) the course participant causing damage or injury in connection with the course participant's work.
- 8.4 In the event of third-party claims for which Force is not liable under the Agreement, the Customer shall, at Force's request, assume conducting litigation and indemnify Force for any costs, including legal costs and any amounts of damages.
- 8.5 If, in the performance of the Service, Force performs work on behalf of the Customer in relation to a third party, including but not limited to inspection, testing, verification, certification, or other assistance directed at a third party, the Customer shall indemnify Force against any claim, loss, liability, cost, or expense that may be brought by such third party against Force in connection with or arising from the performance of such work. However, this indemnity shall not apply to the extent that the claim is attributable to gross negligence or wilful misconduct on the part of Force.
- 8.6 If the Service wholly or partly consists of the provision of a course, Force reserves the right to cancel the course, including parts or the entirety of its content, as a result of unforeseen causes or extraordinary circumstances, including but not limited to insufficient enrolment or illness of the instructor.

- 8.7 In the event of cancellation, Force shall, depending on the circumstances and the nature of the course, offer the Customer either to reschedule the course to another time, a place on the next available course of the same type, or a refund of any course fee already paid. The Customer shall not be entitled to any further compensation, including for consequential losses, costs, or claims arising in connection with the cancellation.

9. Limitation of liability

- 9.1 Force's aggregated liability - whether contractual or non-contractual - under an order, is limited to the amount of said order. In addition, Force's aggregate liability – whether contractual or non-contractual - over a period of 12 months, is limited to the amount that Customer has paid to Force within the respective 12 months. Notwithstanding the above, Force's aggregate liability under this Agreement is limited to one million kroner (DKK 1,000,000). This limitation of liability also includes amounts that may have to be reimbursed to third parties.
- 9.2 Force shall not be liable for indirect losses or consequential damages, including but not limited to loss of production, loss of use, loss of revenue, profit, margin, business interruption, off-hire or similar losses, whether such losses are claimed by the Customer itself or arise as indirect losses which the Customer has compensated or may become liable to compensate to third parties.

10. Force majeure

- 10.1 Whether in whole or in part Force shall not be held liable for any non-performance or delayed performance of the Agreement if and to the extent such non-performance is due to an event which is beyond Force's reasonable control and is not due to negligence on the part of Force ("Force Majeure"). Force Majeure includes, but is not limited to, acts by authorities, fire, flooding, storm, explosions, riots, natural disasters, war, sabotage, cyberattacks, acts of terrorism, court orders or mandatory injunctions, orders or notices affecting Force or critical sub-suppliers, such as lockouts and strikes. Force Majeure further includes, but is not limited to, epidemics, quarantine, isolation, exit/entry bans from local authorities to the Customer, or a workplace designated by the Customer due to health risks, including restrictions on air transportation and/or other forms of transportation for the same reasons.
- 10.2 If a Force Majeure event continues for more than three (3) months, either Party may terminate the Agreement and any (relevant) orders.
- 10.3 In the event of the Customer's termination of the Agreement or an order due to Force Majeure after three (3) months, cf. clause 10.2, the Customer shall pay any outstanding fees and reimburse any expenses paid, including pro rata payments for work performed until the date of notice of termination, including, but not limited to, costs for sub-suppliers and expenses relating to work for which Force has already agreed to pay etc.

11. Claimant's default

- 11.1 If the Customer realises that the Customer is not able to perform its obligations under the Agreement, including, but not limited to, receive the Deliverable at the agreed time and/or at the agreed place, the Customer shall promptly notify Force in writing of the cause of the breach, specifying the time when the Customer expects to be able to perform its obligations.
- 11.2 In the event of the Customer's breach of the Agreement, the Customer shall compensate any loss and reimburse reasonable costs deriving therefrom. If practicable, Force may, for the account of the Customer, secure performance of the Agreement.
- 11.3 Upon receipt of the Customer's notification, cf. clause 11.1 above, Force may suspend the performance of Force's obligations under the Agreement until such time as the Customer performs its obligations under the Agreement.
- 11.4 Unless the Customer's breach, cf. clause 11.1, is due to Force Majeure, Force may specify a reasonable time limit for the Customer's performance of its obligations. If the Customer fails to accommodate the time limit and this is not due to circumstances for which Force is liable, Force may terminate the Agreement for breach. In that event, Force will be entitled to compensation for any loss incurred as a result, of the Customer's breach, including, but not limited to, rental of equipment and facilities that Force has been unable to use for performing work for other customers during the period in which the Customer's delay persisted.

12. Information and confidentiality

- 12.1 As an RTO Institute, Force is subject to ministerial supervision including user surveys among Danish customers. For that purpose, Force is required to disclose the company names of Customers and their registration numbers and addresses, unless a customer relationship is subject to a separate non-disclosure agreement.
- 12.2 If Force processes personal data in connection with the Agreement, such processing will be governed by Force's privacy policy, which forms an integral part of the Agreement and is available here: <https://forcetechnology.com/en/cookie-and-privacy-policy>. The Customer is responsible for ensuring that the

Customer's employees and any subcontractors have been informed of the contents of Force's privacy policy.

13. Processing of personal data

13.1 Purpose of processing

Force processes your personal data for the following purposes:

- a) Issuing certificates regarding courses and competencies.
- b) Documenting exercises and training sequences you participate in.
- c) Complying with legal obligations, including mandatory reporting to authorities such as the Danish Maritime Authority.
- d) Quality assurance and development of training programs, including anonymized scientific research.

13.2 Categories of Personal Data

We collect and process:

- a) Identification data: Full name, date of birth, rank.
- b) Contact data: Email address registered in the IDsure app.
- c) Personal identification number (only for courses where required by law, e.g., polar courses).
- d) Course-related data: Logs of exercises, video recordings for internal training purposes.

13.3 Legal Basis

Processing of your personal data is based on:

- a) Contractual necessity: When processing is required to fulfill the agreement between Force and your employer regarding your course participation.
- b) Legal obligation: For example, reporting to the Danish Maritime Authority, which requires personal identification number for issuing official certificates.
- c) Legitimate interest: For internal quality assurance, specific activities such as video recordings, and anonymized research.

13.4 Disclosure of Data

Your personal data may be disclosed only to:

- a) Public authorities when required by law.
- b) Collaborators necessary for the execution of the training.

13.5 Retention Period

Personal data will be stored in accordance with applicable legislation and Force internal policies. Certificate-related data will be retained for the period required by law.

13.6 Your rights

You have the right to:

- a) Request access to your personal data
- b) Request rectification or deletion.
- c) Request restriction of processing.
- d) Lodge a complaint with the Danish Data Protection Agency (Datatilsynet).

14. Marketing and references

14.1 The Customer's use of Force's name and logo for marketing purposes is subject to written agreement with Force.

14.2 Notwithstanding the provision on confidentiality set out in clause 12, Force may disclose the name of the Customer and the general contents of the Deliverable as a reference, unless the customer relationship as such is subject to a separate non-disclosure agreement.

15. Title and intellectual property rights

15.1 Regardless of whether the Customer has taken possession of the Service or has otherwise gained control over it, Force retains title to the Service until full and final payment has been made (retention of title). The Customer may not legally dispose of the Service, including selling, pledging, or otherwise disposing of it, until title has been transferred. To the extent that the Service consists of physical equipment and where practicable, the Customer shall clearly mark the Service as belonging to Force and shall keep the Service separate from the Customer's and any third parties' property until Force has received full payment in accordance with the Agreement. In the event of the Customer's breach, Force is entitled to immediately reclaim the Service.

15.2 Force neither transfers nor grants license to intellectual property rights (including rights to data and/or knowhow) developed by or licensed to Force independently of the performance of the Deliverable.

15.3 All intellectual property rights (including rights to data and/or knowhow) contained in the Deliverable are not assigned to the Customer. Instead, the Customer is granted a worldwide, non-transferable, non-exclusive, perpetual right to use intellectual property rights contained in the Service..

16. Termination

- 16.1 The Agreement may be terminated by either Party at thirty (30) calendar days' written notice. However, in the event of termination of the Agreement, the Customer shall pay any outstanding fee and costs, including pro rata payments for work performed until the date of notice of termination, including but not limited to rental of equipment and facilities that Force is unable to use for performing work for other customers, costs related to subcontractors, and expenses associated with work which Force has already agreed to pay.
- 16.2 Notwithstanding the provision set out in clause 16.1, the Customer shall not be entitled to terminate the Agreement once the full course material has been made available to the Customer.
- 16.3 Either Party may terminate the Agreement for breach without notice in the event of the other Party's material breach of the Agreement.
- 16.4 Any non-compliance with the payment terms and any breach of clause 18 will always be deemed to constitute a material breach.

17. Business ethics and Code of Conduct

- 17.1 Force observes at any time Force's Code of Conduct, which is available on request from the Customer.

18. Sanctions and export control

- 18.1 The Customer warrants and represents that neither the Customer, its - direct or indirect – owners, any affiliates, nor any other involved parties, including the end-user and its direct or indirect owners and affiliates, are subject to any sanctions, including, but not limited to, sanctions issued by the United States Department of the Treasury or the Office of Foreign Assets Controls (OFAC), the European Union or any other applicable sanction ("Sanctions") which would prevent Force from trading with the Customer. The Customer undertakes to implement adequate procedures to ensure that the Deliverable is not facilitating any business with an entity subject to applicable Sanctions.
- 18.2 In the event the Customer, its – direct or indirect - owners, its affiliates or any other involved parties, including the end-user and its direct or indirect owners and affiliates, is or becomes subject to Sanctions at any point in time, Force shall, without incurring any liability towards Customer or any third party, have the right to amend, suspend or terminate any agreement, withhold any deliverables, payments or services, and reject payments in order to comply with the applicable Sanctions.
- 18.3 The Customer undertakes to comply with the Sanctions and is solely responsible for ensuring its compliance with Sanctions. This includes but is not limited to ensuring that the customer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the Services in breach of the Sanctions, to include prohibited end-use and/or proliferation activities as defined by Sanctions.
- 18.4 The Customer shall not sell, export or re-export, directly or indirectly, Service to or for use in Russia, Belarus, or any of the Ukrainian Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk), or any other country subject to embargo under Sanctions (collectively "the Sanctioned Territory"). The Customer shall not sell, export, re-export, directly or indirectly, Force Service to entities and persons that are considered to be denied party under Sanctions to receive such Services or connecting services.
- 18.5 The Customer agrees to sign written assurances and other export-related documents upon Force's request to assist Force in verifying compliance with Sanctions. The Customer shall make available to Force upon request information concerning compliance with the obligations under sub-paragraphs 18.1-18.4 without undue delay. Customer shall undertake its reasonable due diligence to ensure that the purpose of sub-paragraphs 18.1-18.4 is not violated by any third parties further down the commercial chain, including possible resellers. The Customer shall immediately inform Force about any problems in applying paragraphs 18.1-18.4.
- 18.6 Any violation of paragraphs 18.1-18.5 shall constitute a material breach of an essential element of this contract, and Force shall be entitled to seek appropriate remedies, including, but not limited to, termination of this contract.
- 18.7 If, as a part of the Service performed under the Agreement, the Customer shall deliver or disclose to Force any technologies, products, test objects or other elements that are covered by any global export control programmes such as the European Union Regulation (EU) No 821/2021, as amended, or similar, the Customer must warrant and represent that this is done in compliance with applicable export control regulations. The Customer shall in advance inform Force of any relevant export control data such as both EU and U.S. ECCN (Export Control Classification Number), and furthermore, the Customer represents and warrants that the delivery and redelivery of the product, test object, Service or report has received the relevant export control approval from the applicable authorities. Upon request the Customer must within three (3) calendar days, document export control licence, end-user statement or other relevant documentation.
- 18.8 The Customer is liable for and must indemnify Force for any loss, damage, or costs in connection with any violation of applicable Sanctions and/or export control regulations.

19. Governing law and disputes

- 19.1 The Agreement is governed by Danish law with the exception of provisions and rules concerning conflict of laws.
- 19.2 Any dispute which may arise between the Parties in connection with the provision of the Service, including the

interpretation of the Agreement, must, if the dispute cannot be resolved amicably between the Parties, be decided by the courts of Denmark.

20. Severability

- 20.1 If one or more provisions of the Agreement are set aside or cannot be legally enforced, the Agreement will be construed as if such provision(s) had never been contained herein. If the majority, of the material provisions of the Agreement are still enforceable, setting aside one or more provisions will not have any bearing on the Agreement generally, and the Agreement will thus still be binding on the Parties.

21. Independent contractors

- 21.1 It is expressly agreed between the Parties that the Parties collaborate as independent contractors and that the collaboration between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall make any statement, representation or commitment of any kind or take any action which will be binding on the other Party without the prior consent of the other Party.

22. Non-waiver of rights

- 22.1 If a Party fails to enforce its rights under the Agreement or waives specific rights in the event of the other Party's breach of the Agreement, that Party will retain the right to enforce the applicable provisions in the event of any subsequent breach of the Agreement, except in the event the Party has waived such rights in writing.