

STANDARD TERMS & CONDITIONS

GIST ADVISORY'S EXECUTIVE TRAINING PROGRAM

1. Introduction

These terms should be read in conjunction with and should be considered part of the Order Confirmation Form setting out specific details pertaining to the Executive Training Program ("ETP").

2. Nature of Agreement

This agreement sets out the terms and conditions which apply to the attendance by the Client of the ETP being held by GIST Advisory, the subscription for and the non-exclusive, non-transferrable use of the material provided by GIST Advisory at the ETP to the Client ("the Material").

These terms and conditions shall form part of the agreement constituted by our acceptance of the Client's order. The Order Confirmation Form sets out the fees, dates and nature of the ETP.

The Client may also access and use the Material available on or accessible via our website from time to time for private, personal or internal business purposes.

3. Payment Terms

The Client shall pay the full fees contained in the Order Confirmation Form to GIST Advisory upon receipt of GIST Advisory's invoice.

The fees contained in the Order Confirmation Form covers the following:

- a) Training fees for attending the ETP
- b) Accommodation and meals for 2 nights
- c) Training Material

Once the Client has registered for the ETP online through GIST Advisory's website and has paid the full fees towards the ETP to GIST Advisory, the Client's registration will be considered confirmed.

4. Cancellation and Refunds

The Client may cancel the registration for the ETP any time and cancellation shall be subject to the following conditions:

- a) Cancellations before July 31st 2015 will result in a full refund subject to an administrative fee of US\$ 1,000, which will be deducted from the total fees before the refund is processed;
- b) Cancellation after July 31st 2015 will result in forfeiture of the entire fees paid for the ETP and no sum shall be refunded to the Client;
- c) There shall be no refund in case the Client is a 'no show' for the ETP

5. Disclaimer

GIST Advisory does not warrant the accuracy and/or completeness of the Material contained on the GIST Advisory website. None of the Material on our website constitutes any form of advice or recommendation by GIST Advisory to you and is not intended to be relied upon by you in making (or refraining from making) any specific investment or other decisions, and you should take your own advice and/or independently verify such information before relying on it. The Material (including any products made available to you pursuant to the Order Confirmation Form) is provided "as is" and GIST Advisory accepts no liability and offers no warranties in relation to it and expressly excludes all representations, warranties

and conditions and other terms otherwise implied (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose) in relation to the Material to the extent that such can be excluded by law.

6. Intellectual Property

The Material (including any products made available to you pursuant to your registration and attendance of the ETP and including all designs, text and graphics and the selection or arrangement thereof, and all software and databases) provided by GIST Advisory are owned by and confidential to GIST Advisory or its licensors and protected by copyright, database rights and/or other intellectual property rights throughout the world.

All copyright, database rights and other intellectual property rights in the Material are and shall remain vested in GIST Advisory or its licensors and except as expressly provided or granted to you by GIST Advisory pursuant to a User Licence or otherwise, you will not acquire any right, title or interest in or to the Material and no such rights are or shall be implied.

Where any of the Material contains or has affixed to it GIST Advisory trade marks, trade names, notices or other proprietary marks, you may not alter, obscure, remove, interfere with or add to any of the said trade marks, trade names, notices or proprietary markings.

7. Use of Material

The Client shall not use the Material for any purpose other than for use internally by the Client. Use of the Material for other purposes is subject to first obtaining GIST Advisory's prior written consent.

The Client may not reproduce, modify, transmit, display, licence, create derivative works from, or sell, transfer, distribute or otherwise commercialise the Material without GIST Advisory's prior written consent.

Where the Client is permitted to use the Material for any purpose other than for use internally within you or your employer's business, the Client must acknowledge on such Material that they are owned by GIST Advisory and that GIST Advisory reserves all intellectual and other proprietary rights therein.

The Client will comply with GIST Advisory's reasonable reporting requirements in respect of the client's use of the Material, which may change from time to time.

All use of the Material by persons who are not otherwise authorised to use them, whether through unauthorised copying or otherwise, is strictly forbidden. The Client may be held responsible for any infringement of GIST Advisory's intellectual property rights that arise out of or are connected with your granting any unauthorised user access to the Material.

GIST Advisory may terminate this agreement in the event the Client undergoes a Change of Control defined as the Client entering into a change of control action (whether by merger, acquisition, reorganization, sale of all or substantially all of its assets or equity interests or otherwise) resulting in the acquisition of more than fifty per cent of its voting membership interests or substantially all of its assets. The Client shall notify GIST Advisory of any Change of Control or anticipated potential Change of Control promptly upon its knowledge or awareness thereof, and shall provide GIST Advisory with sufficient documentation for GIST Advisory to evaluate such Change of Control for the purposes of exercising its right under this section.

8. Warranty

We will use all reasonable commercial efforts to ensure that the Materials are accurate in all material respects. We warrant that we have full authority, right title and power to enter into this agreement; we further warrant that we own and/or hold licences for all rights in the Material. We also hereby exclude all other warranties, express implied and all other terms, conditions, warranties, representations or endorsements whatsoever with regard to any of the Material.

9. Liability

Neither party to this agreement shall have any liability for any indirect, incidental, consequential, special or exemplary loss or damage, costs, claims or expenses, or for any loss of data, profit, revenue or business. We are not liable for any failure in, interruption to or degradation of any of the Materials caused (whether directly or indirectly) by the Client's hardware, software, interface or communications network where such failure, interruption or degradation is beyond our control or not reasonable foreseeable. If we were liable to you for any reason (Save as to the extent of any indemnity expressly given by us in this agreement) our liability will be strictly limited to the amount paid by you for the Material in the previous 12 months. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to access and use the Material. You are responsible for implementing sufficient procedures and virus checks.

The Client indemnify GIST Advisory in respect of any and all loss, claims, damages and expenses which may be made against us or which we may incur arising from any breach by you of any of your obligations under this agreement and all legal expenses reasonably incurred by us in connection therewith.

10. General

Neither party shall be held liable to the other for any failure to perform any obligation due to causes beyond either of our reasonable control materially affecting the party in breach (such causes to include but without limitation flood, fire, adverse weather conditions, war or threat of war, commotion, industrial action, terrorist activity, lock-out, labour disputes, delays and disruptions to the internet or on-line/website access).

This agreement is made between GIST Advisory and the Client. No other persons have any rights whatsoever under this agreement.

11. Notices

You should send all notices to us by post to GIST Advisory Switzerland SARL, Room 136, IUCN (International Union for Conservation of Nature), Rue Mauverney 28, CH-1196 Gland, Switzerland. We will send notices to you to the postal address set out on the Order Confirmation Form unless you notify us in writing in advance of any change of details. All notices given under this agreement must be in English.

12. Law and Jurisdiction

This agreement is governed by English law and in the event of any dispute which cannot be resolved amicably between the parties you hereby submit to the Courts in London without reference to conflict of law principles.

GIST Advisory Switzerland SARL

Registered Office: Room 136, IUCN (International Union for Conservation of Nature), Rue Mauverney 28, CH-1196 Gland, Switzerland