GENERAL TERMS AND CONDITIONS B2B AND B2C

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions apply to the Delivery of Goods and/or Services by SBD NV (hereinafter referred to as "SERIS Academy"), with its registered office at B-1831 Diegem, Telecomlaan 8 (tel. 02/745.37.12, email address: information.academy@seris.be), company number BE 0890.333.504, to a business or a consumer (hereinafter referred to as "the Client") who has entered into a Contract with SERIS Academy for this purpose. SERIS Academy is licensed by the Federal Public Service Home Affairs as a training institution and a security consultancy firm. [1]

1.2. SERIS Academy's services extend in particular, but not exclusively, to training in guarding, security and other areas, as well as the sale of Goods (such as books, first-aid equipment, etc.) and the provision of consultancy services.

1.3. By signing the Contract, the Client confirms that they have read these General Terms and Conditions in full and accept them without reservation. Only these general and/or special terms and conditions of SERIS Academy shall apply between SERIS Academy and the Client, to the exclusion of any general and/or special terms and conditions of the Client. Any deviations, to the extent permitted by law, shall not apply unless otherwise agreed in writing between the Parties.

1.4. In the event of any conflict between the provisions of the Contract and the general and/or special terms and conditions of SERIS Academy, the provisions of the Contract shall prevail.

1.5. Each provision of these General Terms and Conditions shall, to the extent possible, be interpreted in a manner that renders it valid, lawful and enforceable under the applicable law. If any provision of these General Terms and Conditions is declared wholly or partly invalid, unlawful or unenforceable, that provision shall be deemed unwritten, without affecting the validity and enforceability of the other provisions. The provision in question shall be replaced by a valid and enforceable provision that approximates the economic and legal purpose of the original provision as closely as possible.

1.6. These General Terms and Conditions also apply to any registration or purchase made via the SERIS Academy website.

2. DEFINITIONS

2.1 **General Terms and Conditions:** these general terms and conditions of SERIS Academy, which form an integral part of the Contract.

2.2 **Contract:** refers to these General Terms and Conditions, the enrolment, the sales agreement and/or any annexes.

2.3 **Party:** refers to each party to the Contract individually (SERIS Academy or the Client) or collectively as "the Parties".

2.4 **Client in the case of a company:** the "company" as defined in Article I.1(1) of the Code of Economic Law which has entered into a Contract with SERIS Academy for the Delivery of Goods and/or Services, and any person forming part of that company.

2.5 **Client in the case of a consumer:** the "consumer" as defined in Article I.1(2) of the Code of Economic Law who has entered into a Contract with SERIS Academy for the Delivery of Goods and/or Services.

2.6 **Course:** this includes the training programmes, as well as any other Services or Goods offered by SERIS Academy that form part of the training programme or are used for that purpose.

2.7 **Tutor:** the person who teaches a Course. This person is either an employee of SERIS Academy or an external individual with whom SERIS Academy has concluded an agreement to deliver a Course.

2.8 **Participant:** a person attending a Course organised by SERIS Academy.

2.9 **Goods:** tangible and intangible movable property, including goods that may form part of the Delivery of Services.

2.10 **Services:** the performance of work, whether or not accompanied by the Delivery of Goods necessary for the Delivery of Services, including all Courses and consultancy services offered by SERIS Academy.

2.11 **Delivery of Goods:** the physical provision of the Goods to the Client.

2.12 **Delivery of Services:** the moment at which the Client accepts the Services performed. For Courses, acceptance is evidenced by the order, the signed receipt or a signed quotation. For other Services, the first document drawn up shall be deemed to constitute acceptance. In the absence of any such document, acceptance shall be deemed to have taken place upon the expiry of eight (8) calendar days from the date of performance, provided there has been no Written notification from the Client stating that they do not accept the Services performed.

2.13 **Force Majeure:** any circumstance beyond the reasonable control of either Party which delays the normal performance of its obligations under the Contract, makes such performance exceptionally difficult or prevents it, and which could not reasonably have been foreseen or avoided. Force Majeure includes, but is not limited to: strike, lock-out, accident, fire, flood, lightning strike, thunderstorm, severe weather, war, an act of terrorism or terrorist threat, riots, trade embargo, government decision, natural disasters, biological or chemical contamination or nuclear risk, impact of provider failure, network disruptions, blackout, epidemics or pandemics, etc.

2.14 **In Writing/Written:** any form of written text stored on a durable medium, regardless of the nature of the medium, including email but excluding text messages.

3. QUOTATIONS AND CANCELLATION, POSTPONEMENT, SUSPENSION OR RESCHEDULING A TRAINING COURSE

3.1 All prices and quotations communicated verbally or In Writing are subject to change and may be amended until the moment of acceptance by the Client. The Contract comes into effect when the Client explicitly or implicitly accepts the quotation within ten (10) working days. Explicit acceptance takes place by returning the signed quotation for approval. Implicit acceptance takes place upon the Participant's registration or the request for the Course.

3.2 Cancellation by the Client: Cancellation of the Course ordered must be made In Writing to SERIS Academy. If SERIS Academy receives this cancellation In Writing at least fourteen (14) working days before the start of the Course, no costs will be incurred. If the cancellation is received In Writing during the last fourteen (14) working days before the start of the Course, 50 per cent of the price (of the cancelled part) of the Course will automatically be payable. If no cancellation has been made, the full price of the Course will be payable.

3.3 Cancellation, postponement or suspension by SERIS Academy: SERIS Academy reserves the right to cancel or postpone a Course if the number of Participants is insufficient. In this case, the Client will be notified as soon as possible. In the event of the cancellation of a paid course, only the amount paid for the Course will be refunded, and SERIS Academy cannot be held liable for any costs or (direct and/or indirect) damage caused by this cancellation or, where applicable, by the postponement. In the event of Force Majeure, SERIS Academy may suspend the Course pending the resolution of the cause of the Force Majeure.

3.4 If, after the conclusion of the Contract, circumstances arise which were reasonably unforeseeable at the time of its conclusion and which significantly impede SERIS Academy's performance of the Contract, or seriously disrupt the economic balance of the Contract, SERIS Academy shall be entitled to request the Client in writing to renegotiate the Contract in good faith in order to adapt the contractual terms to the changed circumstances. The Contract shall remain in full force and effect during the renegotiations. The Client remains obliged to fulfil all its obligations in full, including its payment obligations, until the Parties have reached a written agreement on the amendment of the Contract. If the Client refuses to renegotiate the Contract, or if the Parties fail to reach an agreement within thirty (30) calendar

[1] In accordance with Articles 8 and 10 of the Private Security Act of 2 October 2017 (*Belgian Official Gazette*, 31 October 2017).

days following SERIS Academy's written request to renegotiate, SERIS Academy shall be entitled to terminate the Contract in whole or in part by registered letter with immediate effect, without judicial intervention and without being liable to pay any compensation or damages to the Client.

3.5 The Client warrants that the signatory to the Contract and/or the quotation is legally authorised to represent them at that time. The Client is responsible for verifying this and waives all claims that might arise from any disputes regarding the legal validity of this representation.

3.6 The price communicated to the Client includes VAT, all other taxes and costs.

3.7 Where the Client is a consumer, they are entitled to withdraw from the distance contract or a contract concluded away from business premises free of charge within a period of fourteen (14) calendar days following the conclusion of the Contract, in accordance with Articles 47 et seq. of the Code of Economic Law. In the case of Delivery of Services, this right of withdrawal no longer applies once the Services have been fully performed. If the Service has been partially performed, the Client must pay SERIS Academy a proportionate amount for the part already performed at the time the Client notified SERIS Academy that they were exercising their right of withdrawal, compared with the full performance of the Contract. The amount is calculated on the basis of the total price as set out in the Contract. Goods must be returned to SERIS Academy without delay, with the Client being responsible for the postage costs as well as for any loss in value.

3.8 Registration for psychometric testing: These registrations are handled by an external body. Participants will always be asked by this body to confirm their registration. If they do not confirm, the test cannot go ahead. Following confirmation, they must complete the questionnaires sent to them by email (no later than the deadline stated in the email). Anyone who fails to complete these questionnaires will not be able to take part in the test. If a test cannot go ahead because the Participant has not complied with the above requirements, the full cost of the test will be charged.

3.9 Cancellation, postponement or suspension of a registration for a psychometric assessment: Any cancellation, postponement or suspension of a registration for a psychometric assessment must be notified to SERIS Academy in writing, by email to information.academy@seris.be, at least fourteen (14) working days before the date of the test. Failure to do so will result in the full registration fee for the test being charged.

4. GENERAL PROVISIONS REGARDING TRAINING

4.1 By submitting the electronic registration form, the Client undertakes to pay the Course fees per registered participant upon receipt of the invoice.

4.2 The Course fee per Participant is stated on the registration form and includes the participation fee, the course materials, the fee payable to the FPS Interior, and the use of equipment. All additional costs, duties and taxes imposed by the government, and all costs arising from changes to the applicable legislation and/or regulations after the commencement date of the Contract, shall be borne by the Client (e.g. changes to the statutory training programme of the Course, increases in the fees applicable to this Course in relation to the FPS Interior, etc.). Travel expenses and meal costs are never borne by SERIS Academy. Any Course that has commenced will be invoiced in full.

4.3 Courses take place at the SERIS Academy premises or at another location designated by SERIS Academy.

4.4 The Client undertakes to comply with all relevant legal provisions, in particular those relating to financial support for the training of employees which require an employment contract to exist between the Client and the Participant. In this regard, the Client shall fully indemnify SERIS Academy against any damage, loss and/or any fines it may incur as a result of the Client's failure to comply with such statutory requirements.

4.5 Before the start of the Course, SERIS Academy must be in possession of at least the following details of the Participant:

- Surname and first name;
- Email address;
- Contact details, name, address and, where applicable, VAT number of the organisation to which the invoice is to be addressed;
- PO number if an order number is to be stated on the invoices.

4.6 In the case of a Course as referred to in the "Royal Decree on Training" [2] , Participants must meet the conditions set out in the Royal Decree on Training. In accordance with Article 9 of the Royal Decree on Training, SERIS Academy accepts the application for enrolment subject to verification of the admission documents required by the said Royal Decree for the relevant Course. The required admission documents must be submitted no later than two (2) working days before the start of the Course. The verification of the admission documents is carried out for each Participant to whom the application relates and prior to confirmation of the Course. SERIS Academy reserves the right to refuse a candidate who is unable to submit a complete application, including admission documents (in accordance with §3 of this article and the necessary details attached to the Course description), up until the day the Course begins.

4.7 SERIS Academy shall not be responsible or liable if, before the start, during or after the Course in question, it transpires that the timing of the Course in question does not correspond with the validity periods of training certificates and/or identification cards held by the Participants.

4.8 The internal regulations governing the organisation of Courses at SERIS Academy shall always apply, both to activities taking place on its premises and to activities held at other locations under the responsibility and supervision of staff employed by or affiliated with SERIS Academy. SERIS Academy's internal regulations are attached as Annex 1 to these General Terms and Conditions. SERIS Academy reserves the right to review these regulations at any time and will, where applicable, notify Participants of any changes in writing.

4.9 Participants must always follow the Tutors' safety guidelines during practical Courses. SERIS Academy cannot be held liable for any (direct and/or indirect) damage resulting from a failure to follow these guidelines properly.

4.10 The relevant legislation applies with regard to passing examinations and tests. [3]

5. INVOICES, FEES AND LATE PAYMENT INTEREST FOR THE CLIENT COMPANY

5.1 Invoices must be paid no later than thirty (30) calendar days after the invoice date, unless otherwise expressly agreed in writing between the Parties. The Parties recognise that the timely payment of invoices is an essential element of the Contract.

5.2 Any payment of an invoice after its due date shall, by operation of law and without notice of default, give rise to the payment of default interest at the rate specified in Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions, calculated on the amount due from the date the invoice becomes due and payable until full payment is made.

5.3 If the Client fails to make payment within eight (8) calendar days of receiving a notice of default, the Client shall automatically be liable to pay fixed compensation amounting to 10 per cent of the invoice amount, subject to a minimum of 50.00 euros. Fixed compensation constitutes fair compensation for the loss suffered by SERIS Academy and is by no means a penalty. Furthermore, SERIS Academy reserves the right to claim higher compensation if the loss suffered exceeds the fixed compensation. If payment of the invoice has still not been made fifteen (15) calendar days after the notice of default, SERIS Academy may terminate the Contract

[2] Royal Decree of 23 May 2018 on the requirements relating to vocational training, experience and competence, and on the psychotechnical assessment for the performance of a managerial, operational or commercial role in a security company, internal security service or training institution, and the organisation thereof (*Belgian Official Gazette* 18 June 2018) (hereinafter: "Royal Decree on Training").

[3] Royal Decree of 17 December 1990 on the training of staff in security companies and the accreditation of training institutions (*Belgian Official Gazette* 29 December 1990) and Royal Decree of 23 May 2018 on the requirements regarding vocational training, experience and competence, and on the psychotechnical assessment for the performance of a managerial, operational or commercial role in a security company, internal security service or training institution and their organisation (*Belgian Official Gazette* 18 June 2018).

immediately, without judicial intervention and without compensation. Consequently, the Client must pay all outstanding amounts without delay, as well as all amounts that would normally still be due during the term of the Contract.

5.4 Disputes regarding invoices must be made In Writing within fifteen (15) calendar days of the invoice's date of issue, failing which they will be deemed inadmissible. The Client must state the date and invoice number in all their communications.

5.5 The Client agrees to receive invoices and documents relating to the Contract electronically, without prejudice to SERIS Academy's right to send invoices on paper at any time. Invoices sent electronically will not be sent on paper. The Client is responsible for retaining and archiving the invoices for the period prescribed by law.

5.6 Invoicing shall be carried out in accordance with the legislation in force regarding electronic invoicing. The Client expressly agrees to receive invoices via the Peppol network or another secure electronic channel in a structured format. The Client acknowledges that the general terms and conditions, which were already brought to their attention at the time of the quotation or order, remain fully applicable to every electronic invoice. The reference in the metadata of the electronic file (e.g. the hyperlink to the terms and conditions) constitutes full and legally valid notification. The Client is responsible for the correct configuration of their receiving channel. An invoice is deemed to have been received at the moment it is successfully delivered by the SERIS Academy network to the Peppol network or the platform specified by the Client. If the Client wishes to dispute the invoice, this must be done In Writing, stating the grounds, within fifteen (15) calendar days of the date of dispatch of the electronic invoice. Failure to lodge a dispute within this period shall constitute definitive acceptance of the invoice and the terms and conditions contained therein.

5.7 The Client may not unilaterally oblige SERIS Academy to amend the terms of invoicing (e.g. invoicing period, contract period, use of a web portal for invoicing, use of electronic invoices, etc.).

5.8 If an order number is to be included on one or more invoices, the Client must provide this In Writing no later than the start of the Course. For any request to add an order number after this period, an administration fee of 15.00 euros will be charged.

5.9 Payment of part of the invoice constitutes acceptance of the invoice in full. Until the invoice has been paid in full, SERIS Academy is entitled to withhold the results achieved and any associated training certificates, unless otherwise provided for by law.

6. INVOICES, FEES AND LATE PAYMENT INTEREST FOR CONSUMER CLIENTS

6.1 Amounts due must be paid immediately upon receipt of the payment request. Where applicable, this payment constitutes valid enrolment for the Course.

6.2 In the event of late payment of an invoice, an administrative charge of 7.50 euros, plus postage costs, will be charged automatically from the second reminder onwards. For consumers who have a contract for the regular supply of goods or services, this will apply from the fourth reminder onwards. The fixed charge for late payment is (i) 20.00 euros if the outstanding balance is less than or equal to 150.00 euros; (ii) 30.00 euros plus 10 per cent of the amount due on the tranche between 150.01 and 500.00 euros if the outstanding balance is between 150.01 and 500.00 euros; (iii) 65.00 euros plus 5 per cent of the amount due in the bracket above 500.00 euros, subject to a maximum of 2,000.00 euros, if the outstanding balance exceeds 500.00 euros. Furthermore, late payment of an invoice shall, by operation of law, give rise to late payment interest following the first notice of default and a waiting period of fourteen (14) calendar days, which shall commence on the third working day after dispatch by post, or on the first calendar day following the electronic reminder, or upon the fourth late payment in the case of a contract for the regular supply of goods or services, interest on arrears shall be payable at the rate specified in Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions, until full payment has been made.

6.3 If SERIS Academy fails to pay any amounts due to the Client on time, the Client shall be entitled to lump-sum compensation equal to the penalty clause set out in clause 6.2.

6.4 If payment of the invoice has still not been made fifteen (15) calendar days after the second reminder, or the fourth reminder in the case of regular supply of goods or services, SERIS Academy may terminate the Contract immediately, without judicial intervention and without compensation. Consequently, the Client must pay all outstanding amounts without delay, as well as all amounts that would normally still be due during the term of the Contract.

6.5 Disputes regarding invoices must be raised In Writing within fifteen (15) calendar days of the invoice's date of issue, failing which they will be deemed inadmissible. The Client must state the date and invoice number in all communications.

6.6 Payment of part of an invoice shall be deemed acceptance of the invoice in full. Until the invoice has been paid in full, SERIS Academy shall be entitled to withhold the results achieved and the associated training certificates, unless otherwise provided for by law.

7. PRICE ADJUSTMENTS

7.1 From the start date of the Contract and in accordance with the deviation authorised by the FPS Economy, the prices of the services provided to the Client by SERIS Academy may be adjusted in accordance with the following formula:

$$VPN = VPN\text{-}1\ (1 + 0.8 \times X)$$

VPN = new sales price
VPN-1 = previously applicable sales price
X = the percentage of all cost increases relating to the Contract (e.g. indexation and/or cost increases imposed under statutory decisions or decisions taken within Joint Committee No. 200). These increases apply at 80 per cent, calculated using the formula with a multiplier of 0.8.

7.2 All prices may be amended by SERIS Academy at any time (and at least annually) should SERIS Academy's costs change as a result of objective and measurable parameters, such as, amongst other things, new taxes and/or levies, a change in legislation, a change in energy prices, a change in wage and/or fuel costs and/or a change in exchange rates, or on the basis of sectoral indexation. Price revisions shall be notified to the Client in writing at least fourteen (14) calendar days before they come into effect. Upon expiry of this period, SERIS Academy shall be entitled to apply the revised prices. The new indexed prices shall automatically apply from 1 January, unless expressly stipulated otherwise.

8. DELIVERIES, ACCEPTANCE, WARRANTIES AND TRANSFER OF TITLE AND RISK

8.1 If the Client is a company, the delivery times are purely indicative and are not binding on SERIS Academy, unless expressly agreed otherwise In Writing. SERIS Academy cannot be held liable in the event that these deadlines are exceeded. Nor may the exceeding of these deadlines constitute grounds for terminating the Contract.

8.2 If the Client is a consumer, the delivery time, except in cases of Force Majeure, shall be thirty (30) calendar days following the conclusion of the Contract, unless otherwise agreed In Writing between the Parties. If SERIS Academy is unable to deliver within this period, the Client may request that the delivery be made within an additional period of fifteen (15) calendar days. If the Client does not agree to this additional period, or if SERIS Academy is unable to deliver even within the additional period, the Client may terminate the Contract immediately by registered letter addressed to SERIS Academy. In the latter case, SERIS Academy shall reimburse the Client for all sums already paid by the Client under the Contract.

8.3 The Client must take delivery of and inspect the Goods supplied immediately. Defects in the Goods supplied and complaints will only be accepted if they are submitted by registered letter within eight (8) calendar days of Delivery. Complaints must in any event reach SERIS Academy before the Goods in question are used. Goods must also not be used whilst complaints are being dealt with. If SERIS Academy does not receive a complaint within this period of eight (8) calendar days, this shall be deemed to mean that the Client fully accepts all Goods and that the Client declares that any visible defects are covered.

8.4 The warranty against hidden defects (manufacturing faults, defects in raw materials, installation faults) does not extend beyond that of SERIS Academy's suppliers and is valid for no longer than one (1) year after Delivery, and no longer than two (2) years if the Client is a consumer. The Client must notify SERIS Academy of any defect within two (2) months of its discovery. After this period, any right to repair or replacement lapses. Defects that come to light more than six (6) months after Delivery are not deemed to have existed at the time of Delivery, unless the Client proves otherwise. The six (6)-month period does not apply to Clients who are consumers, for whom the statutory presumption that the defect existed at the time of Delivery remains in force for two (2) years. Any repair or replacement carried out under these provisions merely results in the original warranty period being suspended (and therefore never extended). The warranty applies only if the Client demonstrates that the defects occur under normal conditions of use. This excludes the consequences of Force Majeure, abnormal use, aggravation of the situation due to negligence, and all other external causes (tampering by third parties, water damage, lightning, power surges, etc.).

8.5 The transfer of ownership from SERIS Academy to the Client takes place upon full payment of the principal amount, including costs and interest.

8.6 The Goods supplied remain the property of SERIS Academy until full payment of the purchase price, comprising the principal sum, interest and costs. In the event of late or non-payment, SERIS Academy may reclaim the Goods supplied at any time. Should the Client resell the Goods, SERIS Academy is entitled to the purchase price or the claim for payment of the purchase price. Where the Client renders the delivered Goods immovable through incorporation, SERIS Academy's retention of title remains unaffected, provided that the retention of title has been registered in the register of charges. The mixing of the delivered fungible Goods does not affect the retention of title.

8.7 If the Client is a company, the Goods shall be transported at the Client's risk and expense, unless otherwise specified In Writing. The risk shall pass from SERIS Academy to the Client upon conclusion of the Contract. The Client shall then bear the risk of loss, damage and theft. The storage of the Goods pending delivery and dispatch shall be at the Client's risk.

8.8 If the Client is a consumer, the Goods are transported at SERIS Academy's risk. If the transport costs are to be borne by the Client, they will be included in the Contract. The risk is transferred from SERIS Academy to the Client upon Delivery. The Client then bears the risk of loss, damage and theft. The storage of the Goods pending delivery and dispatch is at the risk of SERIS Academy.

8.9 SERIS Academy is entitled to make partial deliveries, which SERIS Academy will then invoice separately.

8.10 If the Client is a company and fails, without valid reason, to collect the Goods/Services on the date notified to them, or if they refuse to take delivery of them, SERIS Academy reserves the right to regard the Contract as upon the expiry of a period of fifteen (15) calendar days, to be deemed terminated without judicial intervention, without prior notice of default and without prejudice to the right to claim additional compensation (storage costs, transport costs, etc.).

8.11 If the Client is a consumer and, without valid reason, fails to collect the Goods/Services on the date notified to them or refuses to accept them, SERIS Academy reserves the right to treat the Contract as terminated, without judicial intervention, upon the expiry of a period of ten (10) calendar days following notice of default, and without prejudice to its right to claim additional compensation (storage costs, transport costs, etc.).

8.12 If the Client is a company, it must ensure that SERIS Academy can carry out the Delivery of the Goods/Services in the normal manner, at the scheduled location and on the agreed date. In particular, it must ensure that the place of delivery is accessible, that the equipment required to unload the Goods or to provide the Services is available, and that there are sufficient free parking spaces. These conditions will be included in the quotation. If these conditions are not complied with, the Client must compensate SERIS Academy for all losses, including waiting time and any parking charges or fines incurred by SERIS Academy.

9. LIABILITY AND INSURANCE

9.1 All obligations of SERIS Academy arising from this Contract are best-efforts obligations.

9.2 Without prejudice to the provisions of the following articles, and except for the statutory exceptions, SERIS Academy's civil liability towards the Client is limited to an amount not exceeding five (5) times the annual value of the Contract, subject to a maximum of 25,000.00 euros per claim and 75,000.00 euros per year, for death/personal injury, property damage and professional liability.

9.3 Under no circumstances shall SERIS Academy be held liable for indirect or consequential damages such as, but not limited to, loss of turnover, loss of profit, total costs of business interruption, etc.

9.4 To the extent permitted by law, non-contractual liability is expressly excluded.

9.5 SERIS Academy shall never be liable for damage, loss or costs arising from Force Majeure.

9.6 SERIS Academy is relieved of its obligation to pay compensation where the damage results from incorrect handling, improper use or negligence on the part of the Client, damage caused by third parties or by the Client themselves, or damage caused by repairs carried out by third parties or by the Client themselves to Goods supplied and/or installed by SERIS Academy. The repair of the damage is the responsibility of the Client.

9.7 The Client waives, in the broadest sense and to the fullest extent permitted by law, any existing or future contractual and/or non-contractual claims against the staff, employees, directors, agents, subcontractors and other agents of SERIS Academy. This waiver does not affect the Client's rights in the event of wilful misconduct or fraud on the part of SERIS Academy or the relevant agent, or in the event of damage affecting a person's life or physical integrity.

9.8 If the Client wishes to hold SERIS Academy liable for any damage, they must submit their grounds for doing so in writing within fifteen (15) calendar days of the incident, failing to which the claim will be deemed inadmissible.

9.9 SERIS Academy has taken out the legally required third-party liability insurance in the name of SBD NV.

10. PROCESSING OF PERSONAL DATA

10.1 SERIS Academy processes personal data in accordance with the purposes and legal bases set out in the "Privacy Notice" as published on the website www.seris.be. SERIS Academy always processes personal data in accordance with data protection legislation. The "Privacy Notice" contains further information on the types of personal data that SERIS Academy, as *the data controller*, may process, as well as the retention periods for this data, the persons who have access to that information and any transfer of personal data to third parties. Every data subject has the right to access and rectify their personal data. Every data subject may also request the erasure of their personal data in the cases specified by law. In the event of a dispute regarding the processing of personal data, the data subject may request that the processing of their personal data be restricted until the dispute has been resolved. Finally, every data subject has the right to data portability. Anyone may, at any time and without having to provide a reason, object to the processing of their personal data for direct marketing purposes. Anyone wishing to exercise these rights is requested to send an email to dpo@seris.be, enclosing a copy of proof of identity.

10.2 The Client shall provide SERIS Academy with the Participants' personal data if requested to do so by the latter (for example, information that must be provided in accordance with the Royal Decree on Training) and declares that it has informed the Participants of this in advance and has a valid legal basis for processing such data. The Client indemnifies SERIS Academy against any claims by Participants or third parties arising from a failure to comply with the obligations set out in the previous sentence.

10.3 Certain personal data of Participants relevant to the Course will be passed on to SERIS Academy's internal and external Tutors. These individuals will treat the information with the necessary discretion and professionalism and will use it exclusively for the performance of their duties and within the framework of the Contract.

11. INTELLECTUAL PROPERTY

11.1 The Delivery of Services or the Delivery of Goods by SERIS Academy does not entail any transfer of intellectual property rights from SERIS Academy. SERIS Academy retains ownership and copyright in all quotations, tenders, syllabuses, concepts, designs, drawings, software, models and other documents provided to the Client. However, the Client is authorised to use such materials for the purposes of the Contract. The Client may not disclose these to third parties without the prior Written consent of SERIS Academy.

11.2 In the event that an external Tutor holds the intellectual property rights to any necessary course materials, these rights shall not be transferred either.

11.3 The Client is strictly prohibited from disclosing, duplicating or exploiting for commercial purposes any product for which SERIS Academy or an external Tutor holds the intellectual property rights. This also applies to products for which SERIS Academy has obtained a right of use.

11.4 In the event of non-compliance with the provisions of this Article 11, the Client shall pay a fixed compensation of 15,000.00 euros, without prejudice to the right of SERIS Academy or the external Tutor to claim higher damages based on the actual loss suffered.

12. INTEGRITY, ANTI-CORRUPTION AND BRAND IMAGE

12.1 SERIS Academy has an internal integrity statement and a code of conduct, which will be made available for inspection upon request. SERIS Academy's financial soundness can be verified at any time through the official channels.

12.2 The Parties to the Contract undertake, in all their dealings and transactions, whether or not in connection with the Contract, to comply at all times with all laws and regulations that prohibit, prevent or condemn unlawful acts, and in particular any acts that may be regarded as a form of corruption. The Parties undertake to impose these obligations on their employees, directors and managers (for example, by means of a Code of Conduct) and to ensure that they are complied with by third

parties involved in the performance of the Contract. No offer, remuneration, payment or benefit of any kind whatsoever which constitutes or may constitute an unlawful act or a form of corruption shall be, or will be, accepted or permitted, directly or indirectly, with a view to or in return for the award or performance of the Contract.

12.3 Without prejudice to criminal sanctions, any act by a Party to this Contract that contravenes the provisions of this Article shall constitute sufficient grounds for the immediate termination of the Contract by registered letter, without judicial intervention and without any compensation for the Party that has breached the provisions of this Article.

12.4 Each Party undertakes not to damage the reputation and image of the other Party to the Contract, both during the performance of the Contract and after its termination. This obligation also applies to any damage to the reputation, brand, concept or product to which the Contract relates.

13. PRACTICAL COURSES

13.1 The practical Courses are given by the Tutors. These Courses take place at SERIS Academy's premises or at venues owned by its clients or partners.

13.2 Before the start of, during and after the practical Course, Participants must always follow the safety guidelines issued by the Tutors. In the event of non-compliance with these guidelines, SERIS Academy shall accept no liability for any accident involving one or more Participants.

13.3 Some exercises carried out as part of the practical Course inherently involve a particular risk. SERIS Academy makes every effort to avoid such risks but cannot provide any guarantee in this regard.

13.4 Participants in Courses or their employers must ensure they have adequate insurance cover against accidents at work. The relevant insurance policy must include a waiver of recourse against SERIS Academy.

14. EXAMINATION REGULATIONS

14.1 Exams are organised in accordance with the applicable legal requirements with which the Course must comply.

14.2 The pass mark depends on the specific regulations applicable to the examination and/or assessment taken.

14.3 The examination or assessment associated with a Course offered by SERIS Academy is conducted in the language of the Course in question.

14.4 Participants who have failed the examination or assessment they sat are entitled to request access to the examination paper within ten (10) working days of the results being announced. Requests to view the examination paper made outside the ten (10) working day period or addressed to any person or body other than SERIS Academy, will not be processed.

14.5 During the inspection of the exam, SERIS Academy will not provide any information whatsoever regarding the answers to the exam questions.

14.6 During the examination/assessment, it is not permitted to:

- Use a mobile phone, smartphone, smartwatch or any other technical aids (such as, but not limited to, AI);
- Use any teaching materials associated with the Course, in any form whatsoever;
- Talk to or interact in any other way with the other Participants in the exam;
- Engage in any other conduct that SERIS Academy may deem to constitute fraud.

14.7 Prohibited actions and any form of fraud (identity fraud, improper use or distribution of the teaching materials, use of unauthorised sources to cheat, etc.) will be penalised by exclusion from the exam. The Participant concerned will, in any event, forfeit the opportunity to sit the exam in question.

14.8 Furthermore, such cases will be reported to the management of SERIS Academy or its designated representative. The management of SERIS Academy or its designated representative has the right, in such cases, to decide at its own discretion on the further action to be taken (permission to register for a new examination opportunity, exclusion from all examination opportunities, etc.). In the case of an examination falling within the scope of the Royal Decree on Training, any instance of fraud or attempted fraud will be reported by SERIS Academy to the Private Security Directorate within the FPS Interior, as prescribed by the Royal Decree. This report may result in exclusion from the private security sector.

15. SPECIAL CIRCUMSTANCES

15.1 Special and unforeseen circumstances, such as absence during the Course, may affect admission to the (re)examination and/or assessment. Such circumstances and their potential impact on admission to a (re)examination and/or assessment will be assessed by the management of SERIS Academy or its designated representative.

16. CONFIDENTIALITY AGREEMENT

16.1 The Party receiving information undertakes to take all reasonable steps to maintain the confidentiality of all information provided by the disclosing Party, both during the preparatory phase and during the performance of the Contract, as well as after the Contract has ended. This mutual obligation applies to information in both tangible (order forms, contracts and annexes, other documents, brochures, procedures, etc.) and intangible form (verbal, electronic, audiovisual, etc.), as well as to all personal data[4] and trade secrets[5].

16.2 The duty of confidentiality provided for in this article shall not apply if the information: a) was already lawfully in the possession of the receiving Party prior to the disclosure of the information; b) is already accessible to the public at the time of disclosure; c) is disclosed to the public after disclosure in a manner other than as a result of an error on the part of the receiving Party; d) is made available to the receiving Party on a non-confidential basis by a source other than the disclosing Party; e) was independently developed by a Party without the use of confidential information from the disclosing Party; f) has been designated In Writing by the disclosing Party as non-confidential; g) is required to be disclosed pursuant to law, a court order or a binding request from a competent authority, provided that the receiving Party limits the disclosure to what is strictly necessary and, to the extent permitted by law, informs the disclosing Party in advance.

17. AMENDMENTS

17.1 Any amendment or addition to the Contract must be made in writing. The Contract supersedes all previous contracts, correspondence, quotations and other documents.

17.2 Any notice required to be given under the Contract must be in writing and must be sent by courier, registered post or email to the other Party's address as set out in the Contract.

17.3 Neither Party shall assign the Contract without the written consent of the other Party, which consent shall not be withheld on unreasonable grounds. SERIS Academy may, however, assign the Contract at any time to any of its affiliated companies, subsidiaries or successors within the meaning of Article 1:20 of the Companies and Associations Code.

18. GROUNDS FOR EXTRAJUDICIAL TERMINATION OF THE CONTRACT

[4] As defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (…), hereinafter the "GDPR".

[5] As defined in Article 2(1) of Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

18.1 SERIS Academy shall be entitled to terminate the Contract, in whole or in part, at any time by registered letter without compensation, without judicial intervention and without prior notice of default in the following cases: (i) if the Client breaches the obligations entered into under the Contract and, thirty (30) calendar days after a Written notice of default, still fails to fulfil the relevant obligations; (ii) in the event of persistent non-payment; (iii) if the Client has failed to pay an invoice that has not been disputed in accordance with clause 5.4 and, where applicable, clause 5.6, within fifteen (15) calendar days following a Written notice of default sent by SERIS Academy; (iv) if the Participant no longer meets the statutory or contractual conditions; (v) if the Client files for bankruptcy, is declared bankrupt, is dissolved or is being wound up; (vi) in the event of a significant change in the Client's legal situation, in particular in the event of a change of control, transfer of the business, or a merger or demerger.

19. DISPUTES AND APPLICABLE LAW

19.1 The Contract shall be governed exclusively by Belgian law.

19.2 In the event of any dispute concerning the validity, interpretation or performance of the Contract, the Parties shall first try to settle the dispute amicably, in all fairness and in good faith.

19.3 Should no amicable settlement be reached, only the courts of Brussels, or those of the consumer's place of residence, shall have jurisdiction to rule on disputes concerning the validity, interpretation or performance of the Contract.

V2.0 – 10/2026

Appendix 1: SERIS Academy internal regulations

1. **These internal regulations apply to every visitor/participant entering the premises of SERIS Academy.**

2. **Punctuality:** The building may be entered from 7.30 am. Visitors are always expected to arrive in good time before the start of lessons. On your first visit, you must ring the bell at the entrance to SERIS Academy. Thereafter, you may check the display at the entrance and proceed to the correct classroom. If you are late, you must first report to the SERIS Academy reception before being permitted to enter the classroom.

3. **Absence:** Any absence must be justified. Furthermore, you are expected to notify SERIS Academy no later than the morning of the lesson itself by emailing the general email address: information.academy@seris.be. SERIS Academy reserves the right to refuse participants access to the course or the exam, in whole or in part, in the event of absence or late arrival.

4. **Dress code:** Within the SERIS Academy building, participants are expected to be dressed neatly, appropriately and professionally. Security officers who normally work in uniform are required to wear this uniform. This requirement does not apply to the shop inspector training course, where officers are expected to attend lessons in plain clothes. Participants in a shooting test must report to the shooting range in their uniform, including belt, holster and bulletproof vest (if available).

5. **Access badge:** On the first day of the training course, participants will receive a personal badge after signing the badge policy. You are expected to take care of this badge in accordance with the principle of a reasonable and prudent person. This badge must always be worn visibly around the neck. At the end of the full training course, you must sign for the return of the badge. You must use the badge every time you enter or leave the building (including during smoking breaks). You must always enter and leave the building via the designated entrances. If you lose your badge or fail to return it, a fixed charge of €50 will be applied.

6. **Access to the building:** The access badge grants access to the entrance of SERIS Academy and to the floors where the classrooms are located. To move from reception to the classrooms on the upper floors, you must walk along the outside of the building to the entrance of SERIS Monitoring. Participants do not have access to the corridors and offices of SERIS Security. The building may only be exited via the designated entrances and exits.

7. **Car park:** Parking spaces are provided for the SERIS Academy buildings. Should these spaces be full, you may use your participant badge to gain access to the SERIS staff car park. It is forbidden to park in the car parks of neighbouring businesses, in front of service or emergency exits, or in reserved spaces. Please be considerate when using the car park. A map of the car park is attached; please follow the instructions on it.

8. **Steps:** Anyone arriving by step must leave it in the bicycle shed provided in the staff car park. It is not permitted to bring a step into the SERIS Academy premises.

9. **Use of classrooms:** When leaving the classroom, it must be left in the condition in which it was found. Rubbish must be disposed of in the bins provided. Windows must be closed and lights switched off. Chairs and tables must be put back in their original positions. We expect participants to maintain order and tidiness when using the facilities. Course materials and personal belongings must always be taken home at the end of the lesson. Any technical issues must be reported to the SERIS Academy secretariat.

10. **Teaching materials:** At the start of the course, each participant will receive the necessary materials to follow the lessons. Participants are responsible for their own materials. The use of textbooks and other teaching materials is strictly personal, and these must not be copied or distributed in any form whatsoever.

11. **Use of the canteen:** The canteen is a meeting place for everyone who uses the services of SERIS Academy. All facilities may be used provided this is done with care and respect. The canteen must always be left in a tidy condition. This means that all chairs, tables and other equipment must be returned to their proper places. Rubbish must always be disposed of in the bins provided. Participants in SERIS Academy training courses do not have access to the SERIS Security staff canteen.

12. **Coffee:** Three coffee machines are provided for visitors to SERIS Academy – one on each floor where classes are held. We would ask that you collect your coffee on the floor where you are and do not take it with you into the stairwell.

13. **Use of coffee cups:** Cups are provided at the coffee machines. Please reuse the cup you take in the morning throughout the day. Once you have finished your drink, you may leave the cup in the designated area next to the coffee machine.

14. **Sandwiches:** SERIS Academy offers participants the option to order sandwiches. To do so, please speak to the trainer, who has a list from the supplier. This list will be passed round, and you can note your order on the back. An envelope will also be passed round with this form, into which you can place the exact amount in cash for your order. The envelope containing the form and the money must be handed in to the SERIS Academy secretariat by 9.45 am. If this list is not handed in to the secretariat in time, the order cannot be passed on to the supplier.

15. **Smoking area:** There is a designated smoking area next to the entrance to SERIS Academy. Cigarette ends must be disposed of in the ashtray; it is forbidden to leave cigarette ends or any other rubbish on the ground.

16. **Electronic devices:** The use of mobile phones or any other similar device is not permitted during lessons, unless this is required for the lesson and the tutor has given permission for their use. This must be notified in advance.

17. **Prohibition of discrimination:** Discrimination is prohibited by law. No form of discrimination will be tolerated within the premises and/or activities of SERIS Academy. Strict action will be taken against inappropriate language, racist, vulgar, sexist and/or other expressions of discrimination. Due to the nature of its activities, the organisation must maintain a neutral image. It is therefore not permitted to wear visible symbols of political, philosophical or religious beliefs and/or to practise any rituals or customs associated with them.

18. **Alcohol:** It is forbidden to bring alcoholic drinks onto the premises of SERIS Academy or to enter the premises of SERIS Academy whilst under the influence. Nor is it permitted to consume alcoholic drinks on the premises. Exceptions to this rule may only be made with the management's consent and only in the context of an organised event.

19. **Prohibited substances:** Any form or use of narcotic, stimulant or hallucinogenic prohibited substances is not permitted at SERIS Academy and will result in immediate expulsion from the course. Being under the influence of such substances is also prohibited at SERIS Academy.

20. **Disciplinary measures:** SERIS Academy operates a zero-tolerance policy towards inappropriate behaviour. The above rules must be respected by everyone. In the event of breaches, SERIS Academy's management will take appropriate measures and inform the employer. These measures may range from a warning to exclusion from the course. In the case of statutory training courses, IBZ may be notified.

21. **Examination procedures:** SERIS Academy reserves the right to change the examination questions at any time. In the event of cheating, the participant will be denied access to the first sitting and must therefore sit the examination in the second sitting. For statutory training courses, this also means the loss of one of the four examination attempts.

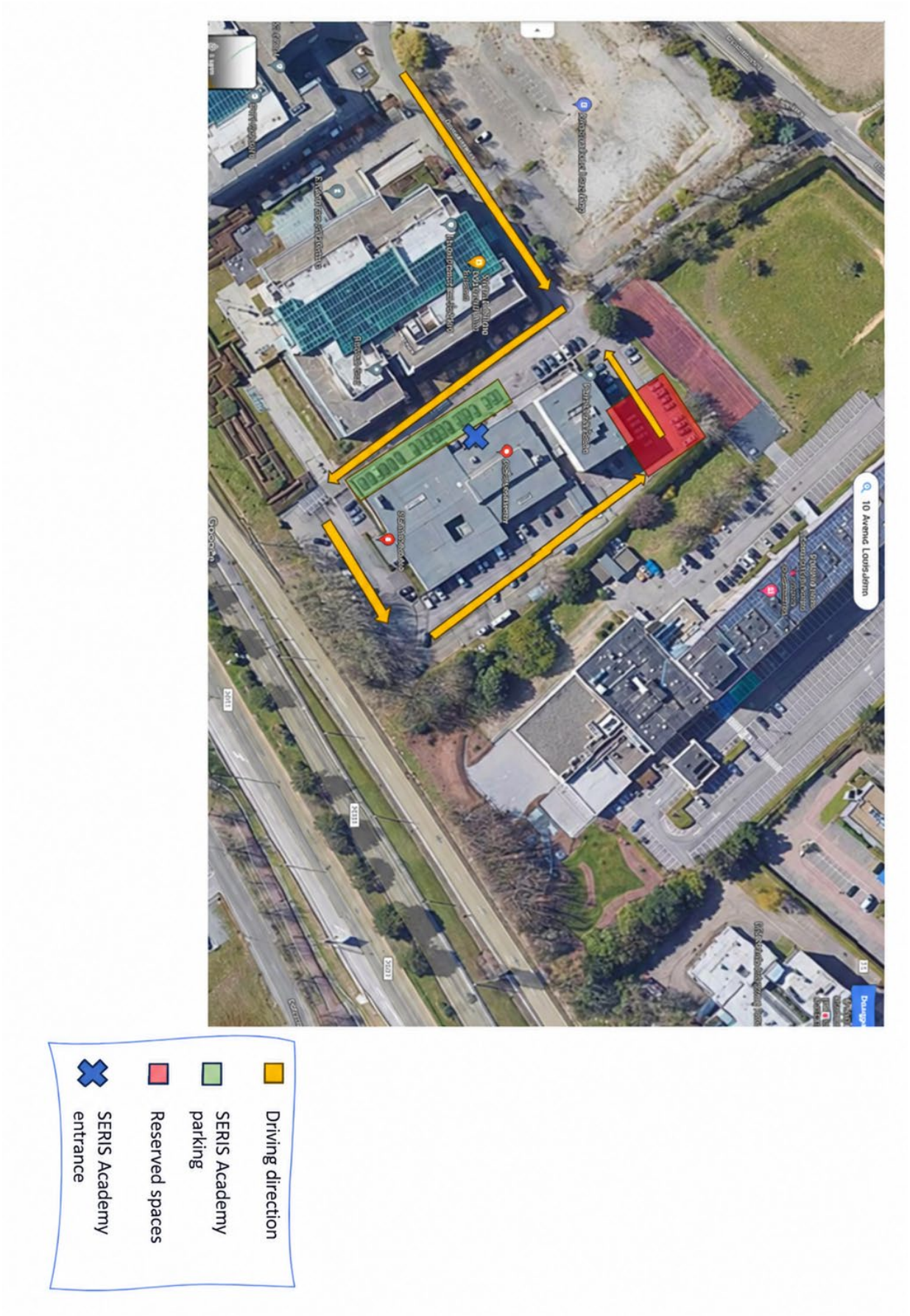
22. **Exam results:** The calculation of the results of exams held at SERIS Academy is carried out in accordance with Article 48, the Royal Decree of 23 May 2018 concerning the requirements relating to vocational training, experience and competence, and concerning the psychotechnical assessment for the performance of a managerial, operational or commercial role in a security company, internal security service or training institution, and the organisation thereof. To pass the final examinations at the end of the training courses, a minimum of fifty per cent of the marks must be obtained in each subject taught.

23. **Online lessons:** During lessons, participants must switch on their camera and microphone. All provisions of the internal regulations remain applicable during these activities.

24. **General Terms and Conditions:** SERIS Academy's General Terms and Conditions always apply.

25. **Appendix 1: Car park.**

FOR-SBD-GEN -03 Internal Regulations, Edition 5 – Version: 26 June 2025


10 Avenue Louise/Louizalaan
SERIS Academy entrance
Reserved spaces
SERIS Academy parking
Driving direction