

Cleveland Clinic Abu Dhabi LLC
Life Support Training
Terms and Conditions

These terms and conditions apply to Services provided by **CLEVELAND CLINIC ABU DHABI LLC**, a limited liability company established under the laws of the Emirate of Abu Dhabi, and whose principal address is P.O. Box 112412, Abu Dhabi, United Arab Emirates (the "**Training Centre**"). The Training Centre is an accredited provider of Life Support courses from the American Heart Association.

These terms and conditions create a contract between you and the Training Centre (the "**Agreement**"). Please read the Agreement carefully. By submitting your payment for the course, you (the **Client**) are confirming your understanding and acceptance of the Agreement.

The Client and the Training Centre shall be referred to herein either individually as a **Party** or collectively as the **Parties**.

NOW, THEREFORE, it is agreed as follows:

1. INTERPRETATION

1.1 In this Agreement:

an **Affiliate** of the Training Centre means any person Controlled by Mubadala, and Mubadala;

Agreement means these terms and conditions;

AHA means the American Heart Association;

Applicable Laws means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, circulars, industry codes, regulatory permits and regulatory licences which are in force from time to time;

Business Day means a day (other than a Friday or Saturday) on which banks are generally open in Abu Dhabi for normal business;

Confidential Information means all information of whatever nature relating wholly or partly to the Services or the affairs of the Training Centre or its Affiliates whether:

- (a) received by the Client or its Authorised Recipients directly from the Training Centre or any of its Affiliates or any other person; or
- (b) generated or compiled by the Client itself and shall include all summaries, notes, memoranda and any other documents executed by the Client to the extent they contain that information,

in each case in any medium or format whatsoever and whether marked "confidential" or not;

Client means the individual purchasing the course;

Controlling (including the terms **Controlling**, **Controlled by** and **under Common Control**) with respect to the relationship between two or more persons, means the possession, directly or indirectly by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person;

Course Completion Card means an AHA card that is distributed to the client upon successful completion of all AHA course completion requirements;

E-Book means electronic material provided to the Client as part of the training;

Effective Date means the date of payment for the course;

Fees means the fee or fees specified on the website and in the payment link payable by the Client to the Training Centre in respect of the Services;

Good Industry Practice means the practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced professional engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances;

Intellectual Property Rights means (i) copyright, patents, database rights and rights in trade marks, designs, know-how confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other

intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Mubadala means Mubadala Investment Company PJSC;

Pre-course Welcome Letter means a letter describing the course requirements and Prerequisites by the Training Centre under this Agreement;

Prerequisite means the pre-course requirements as described in the Pre-course Welcome Letter by the Training Centre under this Agreement;

Remediation Sessions means sessions offered to individuals who do not pass the skills test or exams upon the first attempt. The Client has 30-days from the date of the course to complete any required remediation sessions, if necessary;

Services means the services to be provided as described on the website and in the Pre-course Welcome Letter by the Training Centre under this Agreement;

Term has the meaning given in Clause 3;

VAT means (i) value added tax, (ii) any goods and services, sales, consumption or turnover tax or (iii) any imposition or levy of a like nature; and

Website means:

<https://www.clevelandclinicabudhabi.ae/en/facilities/multidisciplinary-simulation-center/pages/life-support-training.aspx>.

1.2 The headings in this Agreement do not affect their interpretation. The recitals to this Agreement shall form a part hereof.

1.3 The words "includes" or "including" shall mean "including without limitation".

1.4 If there is any conflict or inconsistency between a term in the main part of this Agreement and a term in other documents referred to or otherwise incorporated into this Agreement, the term in the main part of this Agreement shall prevail to the extent of the conflict or inconsistency unless the other document which is incorporated into this Agreement is expressly stated to take precedence over the main part of this Agreement.

2. SERVICES

2.1 With effect from the Effective Date, the Client hereby appoints the Training Centre to perform the Services and the Training Centre hereby accepts the appointment to perform the Services in accordance with this Agreement.

2.2 The Training Centre shall provide the Services and perform its other obligations in accordance with:

- (a) Applicable Laws; and
- (b) Good Industry Practice.

3. TERM

This Agreement shall commence on the Effective Date and shall continue, unless earlier terminated pursuant to this Agreement until the registered course and any necessary remediation sessions (if any) are completed (the **Term**).

4. PAYMENT AND REFUNDS

4.1 In consideration for the Training Centre performing the Services on the terms of this Agreement, the Client shall pay the Fees in accordance with this Clause 4.

4.2 The Client shall complete payment in full no less than seven (7) Business Days prior to the course commencement date. If payment is not received within the specified timeframe, course registration will be cancelled.

4.3 If the Client registers for a course less than seven (7) Business Days prior to the course commencement date, the Client shall pay the required course fees in full at the time of registration. If payment is not received prior to the start of the course, course registration will be cancelled.

4.4 If the Client cancels registration no less than seven (7) business days prior to the commencement of the registered course, then the Client shall be

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entitled to request a refund of any course fees paid prior to cancellation minus the cost of the E-Book (if accessed). An E-Book is considered accessed if the Client uses the access code provided by the Training Centre to access the material. The Client shall have the opportunity to reschedule the course in lieu of a refund, if an alternate course is available. Refunds shall be payable at the Training Centre's discretion.

- 4.5 Any course that is cancelled by the Client with less than seven (7) business days' notice will not be refunded. In order to reschedule, the Client will need to reregister for the course and pay the required Fees.
- 4.6 If the Client is unable to comply with the Training Centre's COVID19 entry related policies, the Client shall have the opportunity to reschedule the course, however, no refund will be provided.
- 4.7 Subject to Clause 8, the Training Centre reserves the right to either terminate or reschedule a course at any time. In such case, the Training Centre shall offer the Client: (a) an alternative course time for the same course; or (b) a refund (minus the course of the E-Book, if accessed).
- 4.8 If the Client does not complete the required Prerequisites prior to attending the course, the Client will not be able to join the course and the Fees will not be refunded. In order to reschedule, the Client will need to reregister for the course and pay the required Fees.
- 4.9 If the Client does not successfully complete the AHA's course requirements as outlined in the Pre-Course Welcome Letter within 30-days after completing the course, then the Client will not receive a Course Completion Card and no refund will be provided.
- 4.10 The fees listed on the website shall be inclusive of all charges, disbursements, expenses and taxes (excluding VAT) of any nature whatsoever.
- 4.11 All sums set out in this Agreement or otherwise payable by the Client to the Training Centre pursuant to this Agreement shall be deemed to be exclusive of VAT as applicable under UAE law or an increase in the rate pursuant to a change of law after the Effective Date and shall be paid by the Client in addition to the Fees.

5. CLIENT'S UNDERTAKINGS

- 5.1 The Client represents, warrants and undertakes to the Training Centre that:
- (a) the Agreement has been duly authorised by, and upon execution will constitute a valid and legally binding agreement of, the Client, enforceable against the Client in accordance with its terms;
 - (b) it will, at all times during the Term, keep itself acquainted with and comply with all relevant laws, decrees, regulations, rules and procedures;
 - (c) there is no conflict of interest for the Client to enter into this Agreement and that it will promptly notify the Training Centre if any circumstances arise in which the Client will or may be conflicted;
 - (d) it has not and will not solicit accept or give directly or through a third party anything of value, gifts, loans, cash, entertainment, meals, travel, any commission or other financial benefit or inducement from or to any person or party in connection with this agreement (including to an employee, director, agent, consultant or representative of the Training Centre). The Client will promptly notify the Training Centre details of any such gifts, loans, cash, entertainment, meals, travel, commission, benefit or inducement which may be offered;
 - (e) it has not and will not accept, facilitate, promise to make or provide, in the performance of this Agreement, any anything of value, gifts, loans, cash, entertainment, meals, travel, any commission or other financial benefit or inducement, directly or indirectly to or for the benefit of:
 - (i) any official or employee of any government or governmental or regulatory agency;
 - (ii) any other person if the party knows or has reason to know that any part of such payment, loan, or gift will be directly or

indirectly given or paid to any person referred to in subparagraph (i) above; or

- (iii) to any other person or entity the payment of which would violate the laws of the United Arab Emirates or other countries with the purpose of influencing decisions, obtain expedited goods or services or retain business;

The Client will promptly notify the Training Centre details of any such gifts, loans, cash, entertainment, meals, travel, commission, benefit or inducement which may be offered;

- (f) during the Term the Client may become aware of some information relating to the Training Centre, its Affiliates or a third party (which information may include inside or material non-public information). The Client shall not use such information:
 - (i) in a manner inconsistent with the terms of this Agreement; or
 - (ii) in a capricious manner.

The Client will promptly notify the Training Centre details of any use of inside information in breach of this clause.

- 5.2 Without prejudice to Clause 5.1, the Client agrees to comply with the Client Obligations specified hereafter (the **Client Obligations**). During the term of this Agreement, the Client shall:
- (a) complete all required course Prerequisites as outlined in the Pre-course Welcome Letter prior to attending the course;
 - (b) attend the Training Centre within the specified course training times as described in the course agenda;
 - (c) devote all of its time and perform its obligations in a professional and honest manner with due care and diligence;
 - (d) take good care of the Training Centre's property and comply with the work ethics of the Training Centre as notified to the Client from time to time;
 - (e) comply with all U.A.E. laws and regulations as may be amended from time to time;
 - (f) comply with all of the Training Centre's policies and procedures and rules and regulations in force from time to time;
 - (g) not conduct itself in any manner that could harm the reputation of the Training Centre.

6. THE TRAINING CENTRE'S OBLIGATIONS

- 6.1 The Training Centre shall use its reasonable efforts to allow the Client such access to the Training Centre's premises and to such other premises and property if necessary to receive the Services, provided that the Training Centre reserves the right (at its sole discretion) to refuse entry to, or require the Client to leave the Training Centre's premises.
- 6.2 The Training Centre makes no representation or warranty, express or implied, whether as to the accuracy, reliability or completeness (or otherwise) of any information or documents.
- 6.3 The Training Centre shall provide education and training per the course registered by the Client;
- 6.4 The Training Centre shall provide the Client upon successful completion of course requirements a Course Completion Card.

7. CONFIDENTIALITY AND ANNOUNCEMENTS

- 7.1 The Client undertakes to the Training Centre and for the benefit of each of the Training Centre's Affiliates (who shall be entitled to enforce the terms of this Clause 7) to treat as confidential all Confidential Information. The Client may only use the Confidential Information for the purposes of this Agreement.
- 7.2 The Client may disclose Confidential Information to the extent it is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including any securities exchange),

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provided that, to the extent reasonably practicable, the Client shall consult in advance with (and take into account the reasonable requests of) the Training Centre on the proposed form, timing, content and purpose of the disclosure.

- 7.3 Without affecting any other rights or remedies that the Training Centre may have, the Client acknowledges that a person with rights under this Clause 7 may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Client hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other equitable relief in favour of the Training Centre or any Affiliate thereof may be an appropriate and necessary remedy for any threatened or actual breach of the terms of this Clause 7.
- 7.4 This Clause 7 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement for five years from the date of expiry or termination of this Agreement.

8. TERMINATION

- 8.1 The Training Centre shall be entitled to terminate this Agreement, or to suspend the performance of the Services, without cause at any time.
- 8.2 Each Party shall have the right, without prejudice to its other rights or remedies and without the need for a judicial order, to terminate this Agreement immediately by written notice to the other:
- (a) if the other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven days after receiving written notice requiring it to remedy that breach;
 - (b) if the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction; or
- 8.3 If the Training Centre exercises its rights of termination under Clause 8.2, it shall not be liable to the Client for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Client and resulting from such termination. In any event, under no circumstances shall the Training Centre be liable to the Client for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue or costs of capital) as a result of any such termination.
- 8.4 Upon expiry or termination, as the case may be, of this Agreement, the Client shall promptly deliver to the Training Centre, upon its request, all Confidential Information together with any books (with the exception of the E-Book, if accessed), papers, materials and other related property relating to the Training Centre or this Agreement or the terminated Services that are in the Client's possession or under the Client's control. No copies of the foregoing items may be retained by the Client for record purposes, except as required by law.
- 8.5 No termination of this Agreement (howsoever occasioned) shall affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

9. LIABILITY

- 9.1 The Client shall defend, hold harmless and indemnify the Training Centre and any Affiliate of the Training Centre from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the Training Centre or any Affiliate of the Training Centre, their respective directors, officers, employees and agents (the **Indemnified Persons**) arising from or in connection with any wilful or negligent act or omission by the Client or any breach by the Client of this Agreement, Applicable Laws or arising directly or indirectly out of this Agreement.
- 9.2 Nothing in this Agreement excludes or limits either Party's liability:
- (a) for fraud, theft or any similar dishonesty offence;
 - (b) for wilful misconduct, gross negligence, corrupt practices or wilful abandonment;
 - (c) for death or personal injury caused by its negligence or that of its employees or agents;
 - (d) under Clause 9.1; or
 - (e) to the extent that any Applicable Law precludes or prohibits any exclusion or limitation of liability.
- 9.3 Subject to Clause 9.2, the Training Centre shall not be liable to the Client for any indirect or consequential loss or damage whether arising for breach of contract or otherwise.
- 9.4 Subject to Clauses 9.2 and 9.3, the total liability of the Training Centre under this Agreement shall be limited to the Fee payable to the Training Centre under this Agreement.
- 9.5 This Clause 9 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

- 10.1 The Training Centre may assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the Client.
- 10.2 The Client may not assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the Training Centre.

11. NOTICES

- 11.1 Any notice or other document to be served under this Agreement may be delivered or sent by email (with receipt confirmed), facsimile or by a recognised international air courier delivery service, in the case of the Training Centre to:

Cleveland Clinic Abu Dhabi LLC
PO Box 112412
Al Maqam Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates

For the attention of: Life Support Training Centre

Telephone: +971 (2) 6590200 ext. 48768 or 48536
Fax. No: +971 (2) 4108376

With a copy emailed to: lifesupport@clevelandclinicabudhabi.ae

or, in the case of the Client to the name and email account used to register for the course.

- 11.2 When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or email was properly addressed and despatched (as the case may be) in accordance with Clause 11.1.

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12. GENERAL

- 12.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent or employee of the other Party for any purpose.
- 12.2 The rights of each Party under this Agreement (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of rights or remedies provided by law; and (c) may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.
- 12.3 Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend the Agreement and signed by authorised representatives of each of the Parties.
- 12.4 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- 12.5 Any notice given in connection with this Agreement must be in English. Any other document provided in connection with this Agreement must be (a) in English; or (b) (unless the Parties otherwise agree) accompanied by a certified English translation, in which case the English translation prevails unless the document is a statutory or other official document.
- 12.6 This Agreement and the documents referred to herein contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the Parties relating to those transactions.
- 12.7 This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 12.8 Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.
- 12.9 Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.
- 12.10 Nothing in this Clause 12 limits or excludes any liability for fraud.

13. INTELLECTUAL PROPERTY

- 13.1 The Client acknowledges that the Training Centre's pre-existing Intellectual Property Rights are vested, and shall remain vested, in the Training Centre or its licensors. The Training Centre hereby grants, and shall ensure that each of its licensors grants, to the Client a non-exclusive, non-transferable, non-sub-licensable, royalty free, license to use the Training Centre's Intellectual Property Rights during the Term solely to the extent necessary to receive the Services.
- 13.2 Ownership of all Intellectual Property Rights developed or created by the Client in relation to the Services (**Developed IP**) shall belong exclusively to the Training Centre and shall vest in the Training Centre unconditionally and immediately on the creation, development or preparation of such Developed IP, and the Client shall at its own expense and at no cost to the Training Centre, take all steps and sign all documents necessary to formalise such vesting in the Training Centre (or such person or entity as the Training Centre shall direct) or otherwise register such Developed IP in the name of the Training Centre. The Training Centre grants the Client a non-exclusive, royalty-free, limited license to use the Developed IP for the Term solely to the extent necessary to receive the benefit of the Services.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Abu Dhabi.
- 14.2 Any dispute or difference of any kind between the Parties in connection with or arising out of this Agreement or the breach, termination or validity of this Agreement shall be finally settled in Abu Dhabi Courts, which shall have exclusive jurisdiction.

