RGMi LIMITED

GENERAL TERMS & CONDITIONS OF SALE

Version 2.01 – September 2026

RGMi Limited is incorporated in Ireland under company registration number 783560, with registered office at 174 Walkinstown Road, Walkinstown, Dublin 12, D12 K6NT, Ireland.

These Terms apply to paid and, where relevant, free RGMi services supplied directly, online, through payment links, by invoice, or through authorised partners, subject to any Order or Product Specific Terms.

1. DEFINITIONS AND INTERPRETATION

1.1. AI: artificial intelligence, machine-learning, generative-AI or similar technology used in or in connection with the Services.

1.2. AI Input: any prompt, query, answer, instruction, document, data or other material submitted to an AI-enabled Service by or on behalf of a Customer or User.

1.3. AI Output: any response, analysis, score, draft, recommendation, text, plan or other output generated wholly or partly using AI.

1.4. Applicable Laws: all laws, regulations and legally binding requirements applicable to a party, the Contract or the Services.

1.5. Business Day: a day other than Saturday, Sunday or a public holiday in Ireland.

1.6. Charges: the charges payable for the Services as stated in the Order, checkout, invoice, quotation, payment link or Product Specific Terms.

1.7. Communications: emails, messages, meeting communications, telephone calls, voice notes, workshop records, transcripts and audio or video recordings relating to the Services.

1.8. Confidential Information: information which is confidential by nature or designation, including commercial, financial, technical, customer, supplier or business information; Customer Data; non-public AI Inputs and Outputs; trade secrets; know-how; and RGMi methodologies, frameworks, assessment architecture, questions, scoring logic, prompts, configurations, learning materials and other non-public elements of the Services.

1.9. Consumer: a natural person acting for purposes wholly or mainly outside that person's trade, business, craft or profession.

1.10. Contract: the agreement between RGMi and the Customer comprising these Conditions, the applicable Order and any Product Specific Terms.

1.11. Corporate Customer: a Customer acting in the course of business, including a company, partnership, public body, professional practice or other organisation.

1.12. Customer: the person or entity purchasing, commissioning, registering for or otherwise receiving the Services under the Contract.

1.13. Customer Background IPR: Intellectual Property Rights owned by or licensed to the Customer independently of the Services.

1.14. Customer Data: data, information, documents and materials provided by or on behalf of the Customer or a User in connection with the Services, including personal data and AI Inputs, but excluding RGMi Content.

1.15. Foreground IPR: Intellectual Property Rights created by RGMi in providing the Services, excluding Customer Background IPR and pre-existing third-party rights.

1.16. Intellectual Property Rights or IPR: all copyright, database rights, trade marks, service marks, design rights, patents, know-how, trade secrets, domain-name rights and analogous proprietary rights, whether registered or unregistered, anywhere in the world.

1.17. Learner Content: content created by a User through the Services, including learner notes and original AI Inputs, excluding any RGMi Content reproduced, quoted or incorporated within them.

1.18. Opportunity Framework: a one-off RGMi assessment and decision-support engagement that may use questionnaires, RGMi frameworks, AI-assisted analysis and human review to produce a client-specific output or plan.

1.19. Order: any signed order form, accepted quotation, booking form, licence, online checkout, payment link, invoice arrangement or other agreed purchasing mechanism identifying the Services.

1.20. Product Specific Terms: additional terms expressly applying to a particular Service or Order.

1.21. RGMi: RGMi Limited, also referred to as the Supplier.

1.22. RGMi Content: all RGMi Background IPR and proprietary content used in or supplied with the Services, including courses, videos, audio, podcasts, documents, training guides, frameworks, methodologies, RGM DNA, assessment architecture, questions, scoring logic, templates, prompts, configurations, knowledge resources, certificates and software or SCORM materials.

1.23. Services: the services, courses, assessments, consulting, workshops, tools, AI-enabled services, Opportunity Frameworks, licences or other offerings supplied by RGMi.

1.24. User or Learner: an individual authorised to access or participate in the Services, whether or not that person is the Customer.

1.99. Headings are for convenience only. Words such as 'including' are illustrative and not limiting. Singular includes plural and vice versa. References to legislation include amendments and replacements. 'Writing' includes email and other durable electronic communications capable of being retained and reproduced.

2. BASIS OF CONTRACT AND ORDER OF PRIORITY

2.1. A Contract is formed when RGMi and the Customer sign an Order, RGMi accepts an order or booking, the Customer completes an online checkout or payment link and accepts the applicable terms, or the parties otherwise agree in writing that RGMi will provide the Services.

2.2. A quotation is an invitation to place an order unless it expressly states otherwise. For Corporate Customers, marketing, demonstrations and promotional material are illustrative and do not form part of the Contract unless expressly incorporated. For Consumers, nothing in this Condition excludes statements, descriptions or pre-contract information that Applicable Consumer Law requires to form part of the Contract or to be taken into account when assessing conformity.

2.3. The Contract consists of the Order, any Product Specific Terms and these Conditions. If there is a conflict, the order of priority is: (a) the Order; (b) Product Specific Terms; and (c) these Conditions.

2.4. These Conditions apply to the exclusion of terms a Corporate Customer seeks to impose through a purchase order, procurement portal or other document unless RGMi expressly agrees to them in writing.

2.5. Services do not automatically renew unless the Order, checkout or Product Specific Terms expressly states that they renew. Where renewal is offered, the applicable renewal period, Charges and cancellation arrangements will be those disclosed for that renewal.

2.6. These Conditions also apply, so far as relevant, to free assessments, free tools, demonstrations, trials and other no-charge Services.

3. CUSTOMER AND USER RESPONSIBILITIES

3.1. The Customer shall provide accurate information, reasonable cooperation and timely access to information or personnel needed for RGMi to provide the Services.

3.2. A Corporate Customer is responsible for Users it authorises to use the Services and shall ensure that they use the Services consistently with the Contract and any reasonable usage instructions notified by RGMi.

3.3. Accounts, licences and learner seats are personal to the authorised User and may not be shared, transferred or resold unless RGMi agrees otherwise in writing. The Customer and Users must keep credentials secure and notify RGMi promptly of suspected unauthorised access.

3.4. The Customer warrants that it has the rights, permissions and lawful basis necessary to provide Customer Data and AI Inputs to RGMi and to permit RGMi to process them for the purposes of the Contract.

3.5. The Customer and Users must not use the Services unlawfully; introduce malicious code; attempt unauthorised access; circumvent technical or content-protection controls; systematically scrape or extract RGMi Content; or use the Services in a way that materially threatens their security, integrity or availability.

3.6. The Customer remains responsible for decisions made and actions taken using the Services, subject to RGMi's obligations under the Contract and any rights that cannot lawfully be excluded.

4. SUPPLY OF SERVICES

4.1. RGMi shall provide the Services in all material respects in accordance with the Contract, using suitably skilled and experienced personnel and reasonable skill and care.

4.2. RGMi will use reasonable efforts to meet stated delivery dates, but dates are estimates unless expressly stated to be fixed. RGMi is not responsible for delay caused by the Customer's failure to provide required information, access, approvals or cooperation.

4.3. RGMi may use employees, contractors, regional partners, authorised delivery partners and service providers to perform parts of the Services. Unless an Order expressly states otherwise, RGMi Limited remains the contracting supplier to the Customer.

4.4. RGMi may make reasonable changes to the Services where required for security, legal or regulatory reasons, third-party platform changes, technology updates, content correction or service improvement, provided that such changes do not materially reduce the core Service purchased during its applicable access period. For Consumers, any modification is subject to mandatory rights under Applicable Consumer Law, including any rights arising where a modification negatively affects access to or use of the Service.

5. COURSE ACCESS, LICENCES AND CLIENT-HOSTED SERVICES

5.1. Unless the Order or Product Specific Terms states otherwise, access to an RGMi online course is provided for twelve (12) months from the date of purchase. Where a Corporate Customer purchases learner seats or licences for later deployment, the Order may expressly specify a different access commencement date.

5.2. Access to an RGMi AI-enabled learning assistant or bot is included only where the applicable course, Order or Product Specific Terms states that it is included.

5.3. Some courses or licences may be eligible for renewal. Renewal is not automatic unless expressly stated and may be subject to the then-current offering and Charges.

5.3A. During an access period RGMi may update, correct, replace or improve course content, examples, videos, tools and learning materials. Such updates will not materially deprive the Customer of the core Service purchased and are subject to mandatory Consumer rights.

5.4. Where RGMi Content is supplied through a Customer-controlled learning platform, including through SCORM or similar deployment, the Customer receives only the licence stated in the Order. The Customer shall maintain appropriate access controls, comply with authorised learner or licence limits, and not extract, copy, modify, reverse engineer, redistribute or circumvent protection applied to RGMi Content.

5.5. RGMi may use licence identifiers, learner identifiers and technical usage information reasonably necessary to administer and protect client-hosted licences. Certificate claims may require the learner information and assessment results reasonably necessary to verify eligibility.

5.6. On expiry or termination of a time-limited course or licence, access rights end except for rights expressly stated to survive, including rights in commissioned deliverables under Condition 10.

6. AI-ENABLED SERVICES

6.1. Some Services use AI to assist with learning, answering questions, analysing information, preparing drafts, interpreting assessment responses, proposing scores or generating initial recommendations. AI may produce incomplete, inaccurate or unexpected outputs.

6.2. Where RGMi describes a Service as subject to human review, including the final preparation of relevant Capability Scorecard or Opportunity Framework outputs, the AI-generated material is an input to that review and is not treated as the final professional assessment without the applicable human review.

6.3. The Customer and Users shall exercise appropriate human judgment when relying on AI Outputs and shall not treat AI Outputs as a guarantee of fact, outcome or suitability for a particular decision.

6.4. For Corporate Customers and Users acting for business or professional purposes who use RGMi's general, non-company-specific AI-enabled learning tools, the Customer and each such User grant RGMi a perpetual, worldwide, royalty-free, non-exclusive licence, to the extent they are lawfully able to grant it, to use, reproduce, analyse, adapt and derive insights from AI Inputs and AI Outputs to operate, administer, secure, evaluate, develop and improve RGMi's Services, learning content, methodologies, frameworks, knowledge bases, prompts, configurations and AI-enabled tools, without additional payment or further permission, subject always to Applicable Law, the Privacy & Cookies Policy and Condition 11 (Confidentiality). For Consumers, RGMi will use Consumer-created content only to the extent permitted by mandatory Consumer Law and Condition 16.

6.5. Subject to Applicable Law and Condition 11, RGMi may use general knowledge, skills, experience, ideas, concepts, techniques, insights and know-how lawfully developed or retained through operation of its general AI-enabled tools in its business, including to develop or refine learning content, frameworks, methodologies, knowledge resources, research, articles, presentations, LinkedIn posts and other social-media or thought-leadership content. RGMi will not intentionally publish a User's identifiable personal data, Customer Confidential Information, or substantially reproduce protected Learner Content in such content unless authorised or otherwise permitted by Applicable Law.

6.6. Condition 6.4 does not transfer ownership of a User's original AI Input to RGMi. It does not give a User any ownership in RGMi Content merely because RGMi Content is quoted, referenced or incorporated in an AI Input or AI Output.

6.7. For a company-specific AI service, Customer Data and Customer Confidential Information remain subject to the Customer's rights and the confidentiality obligations in the Contract. RGMi may process them through authorised service providers to deliver, administer, secure and support that Service, but will not use Customer Confidential Information from a company-specific AI service to train a general-purpose AI model or populate an unrelated customer's knowledge base unless the Customer expressly agrees.

6.8. The Customer shall not submit information to an AI-enabled Service unless it is authorised to do so. Users should not submit sensitive personal information, passwords, payment-card data, third-party confidential information or trade secrets unless reasonably required for the Service and appropriately authorised.

6.9. RGMi may use third-party AI and technology providers. Their technical processing is subject to the applicable provider arrangements and RGMi's Privacy & Cookies Policy. Nothing in this Contract promises that a third-party foundational model learns from, or does not learn from, data unless RGMi expressly confirms that position for the applicable Service.

6.10. AI-enabled Services are provided for reasonable individual learning or contracted business use. RGMi may apply reasonable technical, usage, rate or fair-use limits to prevent abuse, excessive automated use, security threats or disproportionate consumption of third-party services. Any usage volumes expressly agreed in an Order take precedence.

7. ASSESSMENTS, OPPORTUNITY FRAMEWORKS AND OUTCOMES

7.1. RGMi Services may include capability assessments, scorecards, benchmarks, Opportunity Frameworks, consulting analysis, recommendations, plans, workshops, educational content and other decision-support outputs.

7.2. RGMi stands behind its obligation to provide the agreed Services with reasonable skill and care, but does not guarantee any particular commercial, financial, operational, academic, educational, professional or 'growth' result.

7.3. Without limiting Condition 7.2, RGMi does not guarantee revenue growth, profit growth, volume growth, margin improvement, capability improvement, assessment or examination performance, certification, employment or career outcomes, or any other particular business or learning result.

7.4. Commercial and learning outcomes depend on factors outside RGMi's control, including the accuracy and completeness of information supplied, market conditions, management decisions, implementation quality, participant engagement and the Customer's resources and circumstances.

7.5. The Customer remains responsible for deciding whether and how to implement RGMi analysis, recommendations, frameworks, plans and AI-assisted outputs.

7.6. An Opportunity Framework is a once-off engagement unless the Order states otherwise. It does not automatically renew.

8. ASSESSMENT AND CERTIFICATION

8.1. RGMi does not guarantee that a Learner will satisfy the requirements for certification. Where a Learner satisfies the applicable participation, assessment, pass-mark, identity and other certification requirements, RGMi will issue the applicable certificate in accordance with the Service.

8.2. RGMi may require reasonable information to verify eligibility and authenticity and may refuse, suspend or withdraw a certificate that was obtained through fraud, material misrepresentation or unauthorised activity.

8.3. Certificates are personal to the named learner. They may not be altered, falsified, transferred or represented as evidencing qualifications or results beyond those stated by RGMi.

8.4. Where a course is delivered through a Customer-controlled platform, RGMi may require the learner's name, email address, learner identifier and relevant assessment results at certificate claim to verify eligibility.

9. LEARNER NOTES, AI INPUTS AND USER-CREATED CONTENT

9.1. As between RGMi and the Customer or User, the creator retains any Intellectual Property Rights that the creator lawfully holds in Learner Content, including original learner notes and original AI Inputs.

9.2. The Customer and User grant RGMi a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, back up and otherwise process Learner Content as reasonably necessary to provide, administer, secure and maintain the Services, comply with Applicable Law and exercise RGMi's rights under the Contract.

9.3. For Learner Content submitted to RGMi's general AI-enabled tools, the reuse and improvement rights in Condition 6 apply. Where the User is a Consumer, those rights are limited by Condition 16 and mandatory Consumer Law. Personal data remains subject to the Privacy & Cookies Policy irrespective of any intellectual-property licence.

9.4. Nothing in this Condition transfers RGMi Content, RGMi frameworks, methodologies or other RGMi IPR to a Customer or User.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Each party retains ownership of its Background IPR. Except as expressly stated, nothing in the Contract transfers ownership of IPR from one party to the other.

10.2. RGMi and its licensors retain all rights in RGMi Content, RGMi Background IPR and Foreground IPR, including its methodologies, frameworks, RGM DNA, assessment architecture, questions, scoring logic, templates, course design, prompts, configurations and know-how.

10.3. The Customer grants RGMi a royalty-free, non-exclusive licence to use Customer Background IPR and Customer Data to the extent reasonably necessary to provide, administer, secure and support the Services and perform the Contract.

10.4. During the applicable access period, RGMi grants the Customer and authorised Users a non-exclusive, non-transferable licence to use RGMi Content solely to receive and internally use the Services, subject to the Contract.

10.5. Unless otherwise stated in the Order, a Customer that pays for a client-specific report, Opportunity Framework or other commissioned deliverable receives a perpetual, non-exclusive, non-transferable licence to use that final deliverable for its own internal business purposes. RGMi retains all rights in the underlying methodologies, frameworks, templates, scoring architecture, know-how, reusable components and RGMi Content.

10.6. The Customer and Users must not copy, reproduce, sell, license, distribute, publish, commercially exploit or make RGMi Content available to third parties except as expressly permitted by the Contract.

10.7. Without RGMi's prior written consent, the Customer and Users must not use RGMi Content to train, fine-tune, ground, populate, benchmark or develop an external AI model, chatbot, knowledge base or similar system, or systematically scrape or bulk-extract RGMi Content. This restriction does not prevent use of RGMi Content through an AI-enabled tool supplied or expressly authorised by RGMi.

10.8. If a third party claims that authorised use of RGMi Content or a commissioned deliverable infringes that third party's IPR, RGMi may, at its option, obtain the right to continue use, modify or replace the affected material so it is non-infringing, or terminate the affected Service and refund prepaid Charges attributable to the unusable portion. RGMi has no obligation under this Condition to the extent the claim results from Customer modification, unauthorised use, combination with items not supplied or approved by RGMi, or Customer Data.

10.9. A party seeking the benefit of an intellectual-property indemnity shall promptly notify the other party of the claim, provide reasonable cooperation at the indemnifying party's cost, make no admission or settlement without consent, and allow the indemnifying party to control the defence and settlement, provided that no settlement may impose an admission, payment or material non-monetary obligation on the indemnified party without its consent.

10.10. A Corporate Customer shall indemnify RGMi against third-party claims and direct losses reasonably incurred as a result of Customer Data or AI Inputs supplied by or on behalf of the Customer infringing third-party IPR, breaching confidentiality obligations, or being supplied without the rights or permissions required by Condition 3.4. This indemnity is subject to the claim procedure in Condition 10.9 and the liability architecture in Condition 15.

11. CONFIDENTIALITY

11.1. Each party shall use the other party's Confidential Information only for the Contract, keep it appropriately secure and not disclose it except as permitted by this Condition.

11.2. A party may disclose Confidential Information to its employees, officers, Affiliates, professional advisers, authorised partners, subcontractors and service providers who need it for the Contract and are subject to appropriate confidentiality obligations; and where disclosure is required by Applicable Law, a court or competent authority.

11.3. Confidential Information does not include information that the receiving party can demonstrate was lawfully public other than through breach; was lawfully received without confidentiality restriction; was already lawfully known; or was independently developed without use of the disclosing party's Confidential Information.

11.4. Customer Data uploaded to a company-specific AI service is Customer Confidential Information where it meets the definition of Confidential Information. Processing by RGMi's authorised technology providers for the contracted Service does not by itself constitute unauthorised disclosure.

11.4A. On expiry or termination of a company-specific AI service, RGMi may disable access to that service and will handle Customer-uploaded knowledge-base material in accordance with the applicable Order, Privacy & Cookies Policy, agreed retention arrangements, legal obligations and reasonable backup practices. RGMi will not promise a specific deletion or return period unless expressly agreed for the Service.

11.5. The obligations in this Condition continue after termination for so long as the information remains confidential, and trade secrets remain protected for so long as they qualify as trade secrets under Applicable Law.

12. COMMUNICATIONS, MEETING RECORDS AND RECORDINGS

12.1. RGMi and the Customer may retain reasonable business records of Communications, including meeting notes, emails, messages and voice notes, for service delivery, administration, documenting decisions and actions, security, dispute resolution and legal or regulatory purposes.

12.2. RGMi may in future record or transcribe a meeting, workshop, telephone call or other communication, or use an AI-enabled tool to generate a transcript or meeting summary, where reasonably appropriate. Where RGMi does so, participants will be informed as required by Applicable Law and the Privacy & Cookies Policy.

12.3. Routine Communications may evidence operational instructions and agreed actions, but a material change to scope, Charges or other contractual terms must be agreed in writing by authorised representatives unless the Contract expressly provides otherwise.

13. DATA PROTECTION AND INFORMATION SECURITY

13.1. Each party shall comply with Applicable Laws relating to personal data in connection with the Contract.

13.2. RGMi's Privacy, Data Protection & Cookies Policy explains RGMi's processing where RGMi acts as controller or responsible party and is incorporated by reference to the extent relevant.

13.3. Where RGMi processes personal data solely on behalf of a Corporate Customer as processor or operator, the parties will comply with any applicable data-processing terms, Order or Product Specific Terms required by Applicable Law.

13.4. RGMi will maintain reasonable technical and organisational measures appropriate to the nature of the Services and information processed. No internet-connected service can be guaranteed to be completely secure or uninterrupted.

14. CHARGES, TAXES AND PAYMENT

14.1. The Customer shall pay the Charges in the manner and currency stated in the Order, checkout, invoice or payment link.

14.2. Unless stated otherwise, Charges for courses are due before access commences. Charges for additional or separately invoiced services are due within thirty (30) days of invoice unless otherwise agreed.

14.3. Charges are non-refundable except where the Order or Product Specific Terms expressly provides otherwise, RGMi agrees otherwise, or a refund, cancellation, price reduction or other remedy is required by Applicable Law.

14.4. Charges are exclusive of VAT and similar taxes unless expressly stated otherwise. The Customer is responsible for taxes, duties, levies and charges applicable to it in its jurisdiction, subject to Applicable Law. RGMi will apply Irish VAT and applicable cross-border VAT treatment as required by law.

14.5. A Corporate Customer shall pay undisputed amounts when due. If it disputes an invoice in good faith, it shall promptly provide reasonable details and pay the undisputed portion while the parties work in good faith to resolve the dispute.

14.6. For commercial transactions, RGMi may charge late-payment interest and recover compensation costs to the extent permitted by the European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended, or any replacement legislation, unless the Contract expressly provides another lawful rate.

14.7. Each party bears its own bank charges. Payment is complete only when RGMi receives cleared funds.

14.8. RGMi may use payment processors, including Stripe or other providers identified at checkout or payment. RGMi does not itself store complete payment-card numbers or card security codes.

15. LIABILITY, INDEMNITIES AND NO GUARANTEE OF RESULTS

15.1. Nothing in the Contract excludes or limits liability for fraud or fraudulent misrepresentation; death or personal injury caused by negligence to the extent such liability cannot lawfully be limited; or any other liability that Applicable Law does not permit to be excluded or limited.

15.2. Subject to Condition 15.1, RGMi's total aggregate liability arising out of or in connection with a Contract in any twelve-month period, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, shall not exceed 100% of the Relevant Charges. 'Relevant Charges' means the Charges paid or payable for the affected Order or Service during the twelve (12) months preceding the event giving rise to the claim, or, for a one-off engagement, the Charges paid or payable for that engagement.

15.3. Subject to Condition 15.1, the total aggregate liability of either party for breach of confidentiality, data-protection obligations, or an express contractual intellectual-property or Customer Data indemnity shall not exceed 150% of the Relevant Charges.

15.4. An indemnity is subject to the applicable cap in this Condition and does not create uncapped liability merely because the obligation is described as an indemnity.

15.5. Subject to Condition 15.1 and mandatory Consumer rights, neither party is liable for indirect or consequential loss. RGMi is not liable for loss of profit, revenue, business, opportunity, anticipated savings or goodwill arising from the Customer's business decisions or implementation of recommendations, except to the extent such exclusion is prohibited by Applicable Law.

15.6. For a no-charge Service supplied to a Corporate Customer or business/professional User, and subject to Condition 15.1, RGMi excludes liability to the maximum extent permitted by Applicable Law. Nothing in this Condition limits mandatory rights available to a Consumer.

15.7. The exclusions and caps in this Condition apply to the maximum extent permitted by Applicable Law and survive expiry or termination.

16. SUSPENSION AND TERMINATION

16.1. RGMi may suspend access to all or part of the Services where reasonably necessary because of overdue payment, a security threat, credential sharing, licence overuse, unlawful use, IP misuse, material breach, misuse of an AI-enabled Service, or conduct that materially threatens RGMi, its systems, other customers or third parties. Where reasonably practicable, RGMi will give notice and an opportunity to remedy.

16.2. Either party may terminate the Contract immediately by written notice if the other commits a material breach that is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days after written notice requiring remedy.

16.3. Either party may terminate if the other enters insolvency, liquidation or an analogous process, other than a solvent restructuring, to the extent permitted by Applicable Law.

16.4. RGMi may terminate for non-payment if an amount remains unpaid fifteen (15) days after written notice that it is overdue.

16.5. If RGMi terminates a paid Service for convenience where the Customer is not in breach, RGMi will refund the prepaid Charges attributable to the unused portion of the terminated Service. RGMi may give at least thirty (30) days' notice unless the Order states another period.

16.6. Expiry or termination does not affect accrued rights. Time-limited access rights cease on expiry or termination, but rights expressly stated to survive continue, including confidentiality, payment obligations, liability provisions, and any perpetual internal-use licence in a commissioned deliverable.

16.7. Following termination, each party shall on reasonable request return or destroy the other's Confidential Information where reasonably practicable, except for information required to be retained for legal, accounting, certification, security, backup or regulatory purposes, which remains protected by the Contract.

17. CONSUMER CUSTOMERS

17.1. If the Customer is a Consumer, nothing in the Contract excludes, restricts or overrides any mandatory rights or remedies available under Irish or other Applicable Consumer Law.

17.2. Where a Consumer buys Services online, by telephone or through another distance-sales method, a statutory withdrawal period will apply where required by Applicable Consumer Law. RGMi will provide the required pre-contract information, cancellation information and confirmation on a durable medium. The checkout or purchasing process will also obtain any express request, consent or acknowledgement required where performance or digital supply begins during that period.

17.3. If a Consumer asks RGMi to begin providing a Service during a statutory withdrawal period, the Consumer may be required to pay a proportionate amount for Services supplied before cancellation where Applicable Law permits. Where a statutory exception or loss of the right to cancel applies, RGMi will obtain any acknowledgement or consent required by law.

17.4. Conditions dealing with refunds, limitation of liability, entire agreement, jurisdiction, suspension and other protections apply to Consumers only to the extent permitted by mandatory Consumer Law.

17.5. Nothing in Conditions 6 or 9 authorises RGMi to use Consumer-created digital content in a manner prohibited by mandatory Consumer Law. RGMi may nevertheless use non-identifiable, generalised learnings and know-how that do not reproduce or exploit protected Consumer-created content, subject to Applicable Law.

17.6. A person must be at least 18 years old to enter into a Contract with RGMi in their own name. If RGMi expressly provides Services to a person under 18 through an organisation or other authorised arrangement, the applicable Customer is responsible for ensuring the necessary authority and permissions.

18. CUSTOMER NAME, LOGO AND PUBLICITY

18.1. RGMi may identify a Customer by name and display the Customer's name and logo in factual customer or client lists and similar materials where the Customer has given RGMi permission to do so, including permission given in an Order, email or other written communication. This applies to Customers acquired directly by RGMi as well as Customers served through an authorised RGMi partner.

18.2. Condition 16.1 does not permit RGMi to state or imply an endorsement, publish a testimonial, disclose Confidential Information, publish detailed engagement results, or create a substantive case study without appropriate permission.

18.3. A Customer may withdraw an ongoing permission under Condition 18.1 by written notice. RGMi will stop new uses within a reasonable period, but is not required to recall materials already printed, published or committed before the withdrawal where doing so would be unreasonable.

18.4. Where Services are supplied through an authorised RGMi partner, the partner may communicate an end customer's permission to RGMi only where the partner is authorised by that end customer to grant or communicate that permission. The Partner Agreement may impose additional obligations on the partner to obtain such permission.

19. COMPLIANCE WITH LAW

19.1. Each party shall comply with Applicable Laws relevant to its performance of the Contract, including applicable anti-bribery, anti-corruption, sanctions, tax-evasion, modern-slavery and similar laws.

19.2. A Corporate Customer shall not require RGMi to act unlawfully and RGMi may refuse an instruction that it reasonably believes would breach Applicable Law.

20. FORCE MAJEURE

20.1. Neither party is liable for failure or delay caused by circumstances beyond its reasonable control, including natural disasters, epidemic or pandemic, war, terrorism, civil disturbance, governmental action, widespread utility or communications failure, or failure of a critical third-party service not reasonably avoidable by the affected party.

20.2. The affected party shall notify the other where reasonably practicable, use reasonable efforts to mitigate the effect, and continue performance to the extent reasonably possible, including by remote delivery where appropriate.

20.3. If a force-majeure event materially prevents RGMi from providing a paid Service for more than sixty (60) consecutive days, either party may terminate the affected Service by written notice. RGMi will refund prepaid Charges attributable to the part of the Service that will not be supplied, subject to Applicable Law.

21. ASSIGNMENT AND SUBCONTRACTING

21.1. RGMi may subcontract performance and may assign or transfer the Contract to an Affiliate or in connection with a bona fide reorganisation, financing, merger or sale of all or a material part of its business, provided that this does not materially reduce the Customer's contractual rights.

21.2. A Corporate Customer may not assign or transfer the Contract without RGMi's prior written consent, not to be unreasonably withheld in the case of a bona fide internal reorganisation or sale of the Customer's relevant business.

21.3. RGMi remains responsible for the performance of subcontracted obligations to the extent provided by the Contract.

22. GENERAL

22.1. The Contract constitutes the entire agreement between the parties concerning its subject matter and supersedes prior discussions and understandings, subject to fraud, fraudulent misrepresentation, mandatory Consumer Law and any pre-contract information that Applicable Law requires to form part of a Consumer contract.

22.2. A material variation to the Contract must be agreed in writing by authorised representatives, except for changes RGMi is expressly permitted to make under the Contract or Applicable Law.

22.3. Failure or delay to exercise a right is not a waiver. A waiver is effective only for the specific circumstance for which it is given.

22.4. If a provision is invalid or unenforceable, it shall be treated as modified to the minimum extent necessary or, if that is not possible, deleted without affecting the remaining provisions.

22.5. Nothing in the Contract creates a partnership, joint venture, employment or agency relationship between the parties. Neither party may bind the other except where expressly authorised.

22.6. Except where the Contract expressly states otherwise or Applicable Law requires otherwise, a person who is not a party to the Contract has no right to enforce it.

23. NOTICES

23.1. Formal notices under the Contract must be in writing and may be delivered by hand, recognised courier, registered or tracked post, or email to the contact details stated in the Order or otherwise notified for contractual notices.

23.2. An email notice is deemed received when it enters the recipient's information system without an automated delivery-failure message, provided that an email sent after 17:00 local time at the recipient's address, or on a non-Business Day, is deemed received on the next Business Day.

23.3. This Condition does not govern formal service of court proceedings where Applicable Law requires another method.

24. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

24.1. Before commencing court proceedings, the parties shall use reasonable efforts to resolve a dispute through good-faith discussions between appropriately authorised representatives, unless urgent relief is reasonably required.

24.2. The Contract and any non-contractual obligations arising out of or in connection with it are governed by the laws of Ireland.

24.3. For Corporate Customers, the courts of Ireland have exclusive jurisdiction, unless the Order expressly provides otherwise.

24.4. For Consumers, Condition 16.3 applies only to the extent permitted by mandatory Applicable Law and does not deprive a Consumer of any mandatory jurisdictional protection available to them.

25. CONTACT AND DOCUMENT STATUS

25.1. Questions about these Conditions may be sent to RGMi Limited at its registered office or to info@rgminstitute.com.

25.2. These Conditions are Version 2.01, effective September 2026, and replace RGMi Limited's General Terms & Conditions of Sale V1.01 dated June 2025 for Contracts formed after the effective date, unless otherwise agreed.

Important implementation note

Where mandatory consumer rights, product-specific cancellation information, a data-processing agreement, or other legally required information applies to a particular transaction, the applicable checkout, Order or Product Specific Terms should provide that information consistently with these Conditions.