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CGMA FINANCE LEADERSHIP PROGRAMME APPROVED UNIVERSITY RESELLER AGREEMENT

This agreement (**"Agreement"**) is made on the date specified in Schedule 6 ("**Agreement Date**") and is effective from the date specified in Schedule 7 ("**Effective Date**").

Parties
1. The contracting entity(ies) listed in Schedule 7 hereto (individually or jointly, as the context requires, the "**Organisation**")
2. The contracting entity listed in Schedule 7 ("**University**") Each a "**Party**" and together the "**Parties**"
Recitals
A. The Organisation is engaged in promoting accounting and finance education globally, and produces, markets and sells various accounting and finance educational products. B. The University is experienced in marketing, promoting and selling educational products and desires to purchase and sell certain of Organisation's products to Customers, and Organisation desires to appoint the University for this purpose on the terms and conditions set forth in this Agreement. NOW, THEREFORE, in consideration of the foregoing promises and covenants, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

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APPROVED RESELLER AGREEMENT – TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this Agreement.

AI Technology means any and all machine learning, deep learning, and other artificial intelligence ("**AI**") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts ("**Generative AI Tools**").

AI Input means information, data, materials, text, prompts, images, or other content that is (i) input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available for processing by or through AI Technology, or (ii) collected, downloaded, or otherwise received by AI Technology.

AI Output means information, data, materials, text, images or other content (including text, numbers, images, photos, graphics, video, audio or computer code) generated, produced, or otherwise output by AI Technology.

AICPA means the American Institute of Certified Public Accountants, a part of the Organisation Group.

Approved Reseller means a University approved by the Organisation to sell Products (as defined below) based on its compliance with specified criteria, as set out in Clause 5.3 and Schedule 2 and/or as provided in writing by the Organisation from time to time (which may be updated by the Organisation from time to time subject to providing thirty (30) days' prior written notice) and to use the title specified in Schedule 1.

Assessments means the assessments or examinations set by the Organisation from time to time to enable a User to obtain a Qualification (as defined below) in connection with those Products that lead to a Qualification.

Association means the Association of International Certified Professional Accountants, a part of the Organisation Group.

Business Customer means any business purchaser of the Products that does not intend to resell the Products to a third party and is purchasing them for use by User(s). This definition shall include, but shall not be limited to educational providers who purchase the Products for the benefit of their students.

CIMA means The Chartered Institute of Management Accountants, a part of the Organisation Group.

Confidential Information means any and all information or proprietary material (in every form and media) which has been or is hereafter disclosed or made available by a Party to the other in connection with the terms of this Agreement, whether such information is labelled or identified as confidential or not.

Customer means a Business Customer or a User.

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Data Protection Legislation means all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time, including the Data Protection Act 2018 in the United Kingdom, the EU General Data Protection Regulation 2016/679 ("**EU GDPR**"), the retained EU law version of the EU GDPR ("**UK GDPR**") (together the EU GDPR and UK GDPR, and for as long as they remain substantially similar, "**GDPR**") and/or any corresponding or equivalent national laws or regulation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as may be amended or updated from time to time.

EEA means the European Economic Area.

Examination Credit means one credit to register for a case study examination.

Intellectual Property Rights means patents; rights to inventions; copyright, neighbouring and related rights; trade marks and service marks; business names and domain names; rights in get-up and trade dress; goodwill and the right to sue for passing off or unfair competition; rights in designs; database rights; rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets); and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Legislation means any laws, regulations, statute, statutory provision, subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable Party.

Marks means all logos, trade marks (whether registered or unregistered), service marks and/or trade names either belonging to or otherwise licensed to members of the Organisation Group, excluding the University's Mark(s).

Materials means all documents, information, images and materials in any form, whether owned by the Organisation or a third party, and which are provided by the Organisation to the University in connection with this Agreement, excluding the Products.

Order Form means the template order form as set out in Schedule 4 of this Agreement.

Organisation Group means The Chartered Institute of Management Accountants (a Royal Charter body established in England and Wales), the American Institute of Certified Public Accountants (a non-profit corporation in the District of Columbia, United States), the Association of International Certified Professional Accountants (a non-profit corporation in the District of Columbia, United States) and any subsidiary, subsidiary undertaking, holding company or parent undertaking of any such entity from time to time. "**Holding company**" and "**subsidiary**" have the meanings given in section 1159 of the Companies Act 2006 of the United Kingdom or equivalent national or state laws, and "**parent undertaking**" and "**subsidiary undertaking**" have the meanings given in section 1162 of the Companies Act 2006 of the United Kingdom, or equivalent national or state laws.

Products means the Organisation's products as further specified in Schedule 1.

University Mark(s) has the meaning given in Clause 8.18.

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Qualification means a qualification as further specified in Schedule 1.

Student means a User who is registered as a student with CIMA or a member of AICPA, and enrolled for CGMA Finance Leadership Programme (CGMA FLP) in accordance with Schedule 2.

Subscription means a subscription to CGMA FLP.

Term has the meaning given in Clause 12.1.

User means an individual who has purchased a Product (or had a Product purchased for them) or is otherwise authorised to use a Product, and who is the ultimate consumer for whose use the Product is intended.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person or a corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to “writing” or “written” includes email.

1.9 References to “include” and “including” (or any similar term) shall be construed without limitation.

1.10 For the avoidance of doubt, the Schedules form part of this Agreement. In the event of any conflicts or inconsistencies between the terms of this Agreement and the Schedules, the terms of this Agreement shall prevail.

1.11 Where use of an Order Form is required to order the Product:

(a) the Parties acknowledge and agree that any Order Form completed by the Parties and submitted by the University to the Organisation shall be subject to and be part of this Agreement and shall not form a separate contract; and

(b) in the event of any conflict or inconsistency between the terms of this Agreement set out herein and the provisions of an Order Form entered into between the Parties, the terms of this Agreement shall prevail.

2. Appointment as Approved Reseller

2.1 During the Term of this Agreement (as defined below), the Organisation hereby appoints the University as an Approved Reseller and grants the University a non-exclusive, non-assignable right to advertise, market, promote, distribute and sell the

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Products in the geographic areas set forth in Schedule 6 (the "**University's Territory**") under the terms and subject to conditions set out in this Agreement.

2.2 The University shall not represent itself as an agent of the Organisation for any purpose, pledge the Organisation's credit, give any condition or warranty or make any representation on the Organisation's behalf or commit the Organisation to any contracts. Further, the University shall not, without the Organisation's prior written consent, make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Products which are inconsistent with those contained in the promotional material supplied by the Organisation, or otherwise incur any liability on behalf of the Organisation howsoever arising.

2.3 The University's appointment under this Clause 2 only grants to the University a non-exclusive licence for the sole purpose of advertising, marketing, promoting, distributing and selling the Products (and providing related tuition in relation to the Products where agreed), and does not otherwise transfer any right, title or interest to any such Products or Materials to the University or its customers. Use of the terms "sale", "sales", "sell", "licence", "purchase", and "charges" shall be interpreted in accordance with this Clause.

2.4 The University acknowledges and agrees that a breach of Clause 2 shall be deemed to be a material breach of this Agreement which is not capable of remedy pursuant to Clause 12.2(b).

3. Both Parties' Obligations

3.1 Where so required for the Product(s), the Parties agree to liaise regularly with a view to discussing the University's performance in relation to the Product(s), access to the Product(s) and where applicable, progressing User(s) to the Qualification.

3.2 Organisation and University, each warrants and agrees that:

(a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to grant the rights and licences referred to in this Agreement and that this Agreement is executed by its duly authorised representative(s);

(b) it shall comply with all applicable Legislation and Data Protection Legislation in the performance of its obligations under this Agreement;

(c) it shall comply with all applicable competition/antitrust laws, including any necessary information exchange protocols;

(d) it shall comply with all applicable Legislation relating to anti-bribery and anti-corruption, including without limitation the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 (as amended), and any relevant legislation in the University's Territory;

(e) it shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; and

(f) it shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 of the United

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Kingdom if such activity, practice or conduct were carried out in the United Kingdom.

4. Organisation's Obligations

4.1 During the Term of this Agreement, the Organisation agrees and undertakes to:

(a) provide such information, training, materials and support as may be reasonably requested by the University to enable it to properly and efficiently discharge its obligations under this Agreement;

(b) use reasonable endeavours to review any promotional information or material submitted by the University within twenty-eight (28) calendar days of receipt. For the avoidance of doubt, approval will not be required for any promotional pricing or any price related initiative;

(c) provide the University with sales and promotional materials as deemed reasonably necessary by the Organisation to facilitate the operation of this Agreement (without prejudice to the University's ability to set its own resale price);

(d) where relevant for the Product(s), facilitate all necessary arrangements to allow the University access to the Products dashboard (if applicable);

(e) where applicable, during the Term of this Agreement, provide such updates or new releases to the Products as they become generally commercially available;

(f) where applicable, facilitate all necessary arrangements to allow Customers to register for the Products and undertake the programme(s) subject to the User(s) meeting the relevant eligibility criteria, availability of Products and the Organisation receiving payment in full from the University in relation to such Products;

(g) where relevant for the Product(s), liaise directly with Customers in connection with the Qualification and associated Assessments; and

(h) otherwise provide such support to Customers as is deemed reasonably necessary by the Organisation.

4.2 For the avoidance of doubt, the availability of the Products under this Agreement is subject to the location of the University and/or its Customers. Accordingly, a Product may not be available depending on the location of the University and/or its Customers, as determined by the Organisation.

4.3 Where applicable, after a User has successfully completed the enrolment and/or registration process as further set out in Schedule 2 including but not limited to meeting the applicable Product-specific eligibility requirements, the Organisation shall grant the relevant User access to the Product(s) following purchase. For the avoidance of doubt, where a User does not enrol and/or register with the Organisation or does not meet the Product-related eligibility requirements, they will not be permitted to receive any access to or use of the Product(s).

4.4 The Organisation is entitled to make changes to or withdraw the Products, specifications and/or content from time to time at the Organisation's own discretion

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(including for the purposes of moving to a new syllabus or updating content) and shall give written notice of any such changes to the University as soon as reasonably practicable. It is then the University's responsibility to communicate with its Customers in relation to any such changes or updates.

4.5 For the avoidance of doubt, the Organisation shall not be responsible or liable for any interruptions or disruptions to the provision of the Products which are delivered online if such interruptions or disruptions are due to a third party's fault or outside of the Organisation's reasonable control.

5. University's Obligations and Authorisation Criteria

General Obligations

5.1 During the Term of this Agreement, the University agrees and undertakes to:

(a) comply with any Product-specific obligations, conditions and/or authorisation criteria as may be set out in Schedule 2;

(b) use all reasonable endeavours to promote and sell the Products effectively to Customers in the University's Territory;

(c) where relevant for the Product(s), notify Customers of any applicable membership renewal fees under the Organisation's membership conditions or renewal fees relating to the Products in accordance with all applicable laws, including but not limited to Digital Markets, Competition and Consumers Act 2024 of the United Kingdom;

(d) process all User applications in a prompt fashion, recognising time limits associated with the Product(s), including but not limited to the Examination Credit expiration date;

(e) where relevant to the Product(s), notify Customers of any time limits relating to the Products they have purchased including but not limited to any deadlines for completing registration with the Organisation, membership subscription periods and Examination Credit expiration date;

(f) appropriately assess and directly resolve any administrative requests, queries, or matters raised by its Customers in relation to the Product(s) and/or the University's sale or delivery of the Products, including but not limited to any requests for refunds, extensions or otherwise. For the avoidance of doubt, any extension requests are at the sole discretion of the University, subject to the Customer's eligibility, and the Organisation shall not be liable for any costs associated with extensions granted by the University;

(g) observe all reasonable specifications and instructions given to it by the Organisation in relation to the marketing and distribution of the Products. For the avoidance of doubt, the University shall at all times remain free to determine its pricing in its own discretion;

(h) provide the Organisation with such information relating to the performance of its obligations under this Agreement as the Organisation may reasonably require from time to time;

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(i) subject always to Clause 3.2(c), allow the Organisation (or its nominee, including its accountants or auditors), on reasonable notice, access to the University's accounts, quotations and records relating to the Products for the purpose of inspection or audit to confirm the University's compliance with the terms of this Agreement;

(j) uphold the highest standards of ethical conduct and professionalism, and conduct its business in a manner that reflects favourably at all times on the good name, goodwill and reputation of the Organisation Group and the Products. The University agrees and undertakes to avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the Organisation Group or the Products in any way; and

(k) promptly report to the Organisation any request or demand for any undue financial or other advantage of any kind received by the University in connection with this Agreement.

Approved University Conditions

5.2 The University understands and agrees that failure to comply with the terms and conditions set out herein in Clause 5.3 shall entitle the Organisation to withdraw the Approved Reseller status from the University and to terminate this Agreement with immediate effect.

5.3 In addition to any specific authorisation terms and conditions that may be specified in Schedule 2 and/or communicated by the Organisation in writing, the University shall:

(a) be considered by customers as a credible destination for products of a type and quality comparable to that of the Products;

(b) employ sufficient well-trained sales and support personnel as is necessary to promptly process orders from its Customers for the Products sold by the University and to ensure that Customers receive prompt and professional responses to enquiries regarding orders and Product queries;

(c) not give Customers or prospective customers any information or data in relation to the Products that is inaccurate or in contradiction with the information published or authorised by the Organisation;

(d) notify each of its employees, who are involved in the sale of the Products, of these obligations and what is required of them;

(e) preserve and enhance the reputation and goodwill of the Organisation and the Products, and agree to avoid any illegal or unethical actions;

(f) not engage in unfair sales practices or make incorrect, misleading, deceptive or denigrating statements about the Organisation or the Products;

(g) establish and maintain a point-of-contact for the purposes of this Agreement with sufficient authority to manage any issues arising out of this Agreement; and

(h) where applicable, demonstrate and deliver the Product(s) in the format in which the Product(s) were supplied to the University by the Organisation (such as an

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online portal, as applicable) including passing on any product-specific terms and conditions that apply to the Products.

User Eligibility and University Obligations

5.4 Where necessary and requested by the Organisation, the University shall promptly provide to the Organisation or procure such details about any candidate, as may be required by the Organisation to assess whether the candidate meets the relevant eligibility criteria to be enrolled as a User (where applicable) and to comply with its obligations under this Agreement, *provided always that* the University has obtained all necessary consents required under the relevant Data Protection Legislation and Clause 10 "Data Protection", and confirmed the same to the Organisation.

5.5 Where there is any Product-specific information as communicated by the Organisation from time to time, the University shall provide Customers with all such information.

5.6 During the Term of this Agreement, the University agrees and undertakes to:

(a) provide such Product and, where applicable, educational support services for Customers as specified in Schedule 6;

(b) provide Customers with pre and after sales support in respect of the Products, including timely responses and assistance with any general queries;

(c) provide Customers with such information as the Organisation may specify from time to time in writing, including but not limited to any information which is specified in Schedule 2;

(d) ensure that each Customer is adequately informed of any applicable Product-specific eligibility criteria and/or registration requirements for Users (as specified in Schedule 2 and/or as otherwise communicated and updated by the Organisation from time to time) prior to sale; and

(e) inform each Customer that Users may be required to: (i) where applicable, use certain application software or other user interface specified by the Organisation in order to access the Products; (ii) undergo background and/or eligibility checks where applicable; and (iii) agree to licence terms for use of the Products.

5.7 The University acknowledges and agrees that a breach of Clauses 5.3, Clause 5.4 or Clause 5.6 shall be deemed to be a material breach of this Agreement which is not capable of remedy pursuant to Clause 12.2 (b).

Marketing, Advertising and Promotion Obligations

5.8 In relation to the marketing, advertising and promotion of the Products, during the Term of this Agreement, the University agrees and undertakes to:

(a) only use materials or literature containing Marks, any other Intellectual Property Rights, or references to the Products which have been (i) provided by the Organisation or (ii) expressly approved by the Organisation. In this regard, the University shall provide the Organisation with all such materials and literature created by the University for the Organisation's prior approval (for the avoidance of doubt, the University shall not require the Organisation's approval for any resale or promotional prices which remain in the University's discretion);

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(b) ensure that any of its materials or literature containing Marks, any other Intellectual Property Rights, or references to the Products, along with any relevant customer communications concerning the Products, are aligned with any guidance, training and/or information provided by the Organisation;

(c) not publish, employ or cooperate in the publication or employment of any false, misleading or deceptive advertising material or other representations with regard to the Organisation, the Organisation Group or the Products;

(d) not refer to the Products in any manner other than as set out in Schedule 1 of this Agreement in all public and external communications, marketing and information; and

(e) comply with applicable direct marketing Legislation (including Data Protection Legislation) regarding any promotion or marketing activity performed under this Agreement and notably Clause 10 “Data Protection” and any consent requirement provided therein.

6. Orders

6.1 To make an order for the Products, the following shall apply:

(a) The University will ask the Organisation for an Order Form.

(b) The Organisation will send the Order Form to the University after entering onto it the information it provides.

(c) The University will order the Products by completing and submitting the Order Form, a template of which is set out in Schedule 4, to the Organisation. The Order Form that will be completed by the Parties may be in a different format. Accordingly, the Organisation may provide the Order Form to be completed by the Parties in another format, including without limitation, a spreadsheet.

(d) The Organisation may accept or reject any order in the Organisation’s sole and absolute discretion. The Organisation accepts the order by sending out invitations to CGMA FLP to individuals listed on the Order Form.

7. Charges and Payment

7.1 The charges to be paid by the University to the Organisation in respect of the Products are described in Schedule 3 and set out in Schedule 6.

7.2 All charges to be paid by the University to the Organisation, whether stated in this Agreement or notified to the University in writing, or where applicable, set out in an Order Form, are deemed exclusive of any applicable value added taxes and any similar taxes, which will be payable by the University if and to the extent that they apply.

7.3 Any and all expenses, costs and charges incurred by the University in the performance of its obligations under this Agreement shall be paid by the University.

7.4 The Organisation will invoice the University in accordance with the terms of this Agreement and the applicable Order Form. The invoice will not include individuals listed on the Order Form who do not enrol and/or register with the Organisation or do not meet the Product-related eligibility requirements.

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7.5 The University shall pay the full amount invoiced to it by the Organisation in the currency specified in the Agreement or Order Form no later than the number of days from the date of the invoice, as set out in Schedule 6. For the avoidance of doubt, the University acknowledges that access to the Products may, in the Organisation's absolute discretion, be subject to and only made available following receipt of payment in full in accordance with this Clause 7.

7.6 All amounts due under this Agreement shall be paid by the University to the Organisation in full, without any set-off, counterclaim, deduction or withholding of any taxes, levies, duties, charges, fees or withholdings of any nature. If the University is compelled to make any such deduction, it will pay to the Organisation such additional amounts as are necessary to ensure receipt by the Organisation of the full amount which would have been received but for the deduction.

7.7 Except as otherwise required by applicable law, the University shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale or other distribution of Products.

7.8 If the University fails to make any payment due to the Organisation under this Agreement by the due date for payment then, without limiting the Organisation's other remedies, the Organisation may require the University to pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount whether before or after judgment. The University shall pay the interest together with the overdue amount.

7.9 If any sums remain overdue or outstanding, the Organisation may immediately cease to supply the Products to the University or Customer, de-register the relevant User(s), and withdraw any Examination Credits which may have been issued by the Organisation, not progress any new Orders, and shall be entitled to terminate this Agreement and the University's authorisation with immediate effect further to Clause 12.2(a).

7.10 All charges paid to the Organisation pursuant to this Agreement are non-refundable.

7.11 The Organisation will use reasonable endeavours to inform the University about any price changes or increases prior to the effective price change and may amend Schedule 6 from time to time, upon written notice to the University. Price changes or increases will not apply to any order or Order Form, where applicable, already accepted by the Organisation by issuing invites to individuals in accordance with Clause 6.1(d) as of the effective date of the price change.

8. Intellectual Property Rights

8.1 The Parties acknowledge and agree that the Intellectual Property Rights in and to the Products, Materials and Marks belong to the Organisation and/or its licensors (as the case may be). The Organisation hereby grants the University a non-exclusive, non-transferable, revocable and royalty-free licence or sub-licence, as applicable, to use the Intellectual Property Rights in the Products and the Materials solely where it is necessary for the University to comply with its obligations under this Agreement.

8.2 The University may independently create documents, images and other materials to perform its obligations under this Agreement. The Parties acknowledge and agree that the Intellectual Property Rights in such creations belong to the University and/or its

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licensors (as the case may be). The Intellectual Property Rights in the Materials, Marks, Products and any other proprietary content belonging the Organisation and/or its licensors used as part of the University's creations remain with the Organisation and/or its licensors. The University warrants that its creations are developed independently or using licensed materials and that they do not infringe any third party's Intellectual Property Rights.

8.3 The University shall, at the Organisation's expense, take all such steps as the Organisation may reasonably require to assist the Organisation in maintaining the validity and enforceability of the Organisation's Intellectual Property Rights during the Term of this Agreement.

8.4 The University shall not challenge or authorise any third party to challenge the validity of any Intellectual Property Rights of the Organisation and shall not omit, or authorise any third party to omit, any act which may have such effect.

8.5 Other than as expressly permitted in this Agreement, the University shall not be permitted to copy, modify, duplicate, adapt, develop, distribute, license, sell, commercially exploit, create any derivative works from, make available to a third party or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Products and Materials.

8.6 In addition, the University shall ensure that a copyright notice is displayed as specified in Schedule 1 or as otherwise notified to the University by the Organisation in writing from time to time.

8.7 The University shall not:

(a) use any trade marks in relation to the Products other than the Licensed Mark without obtaining the prior written consent of the Organisation; or

(b) use any trade marks or trade names similar to the Marks which are likely to cause confusion or deception.

8.8 The Organisation hereby grants to the University a non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free sublicence to use the Association's globe logo, the CIMA mark, the AICPA mark and the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark only as parts of the mark shown directly below (the "**Licensed Mark**") for the purpose of marketing, advertising, promoting, distributing, selling and delivering the Products in accordance with this Agreement for the duration of the Term.



8.9 The University agrees that it will not use the Licensed Mark except as expressly authorised under this Agreement. For the avoidance of doubt, this sublicence does not permit the University to use or alter the Association globe logo, the CIMA mark, the AICPA mark or the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark as standalone marks or otherwise alter any part of the Licensed Mark.

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8.10 The University will ensure that the quality of the services offered, advertised, promoted, marketed or sold by it in connection with the Products or including any reference to the Licensed Mark: (a) are marked with the appropriate trademark notices for the jurisdiction in which the Licensed Mark will be used; (b) meet or exceed the quality of similar products, services and/or materials in the relevant field(s); (c) are in full compliance with all governing laws, regulations, standards, rules or codes of conduct; and (d) in no event shall be less than a reasonable standard of quality.

8.11 The University acknowledges that:

(a) the Association is the sole and exclusive owner of the Association globe logo and the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark and all Intellectual Property Rights therein and the goodwill appurtenant thereto;

(b) the University's use of the Association globe logo and the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark as part of the Licensed Mark will inure to the benefit of the Association;

(c) CIMA is the sole and exclusive owner of the CIMA mark and all Intellectual Property Rights therein and the goodwill appurtenant thereto;

(d) the University's use of the CIMA mark as part of the Licensed Mark will inure to the benefit of CIMA;

(e) the AICPA is the sole and exclusive owner of the AICPA mark, all Intellectual Property Rights therein and the goodwill appurtenant thereto; and

(f) the University's use of the AICPA mark as part of the Licensed Mark will inure to the benefit of the AICPA.

8.12 Without prejudice to Clause 5.8(a), the University will submit to the Organisation, for the Organisation's prior written approval, all materials and public displays produced by the University in or on which the Licensed Mark appears, including any use of the Licensed Mark on any website or online post. The Organisation has the right to inspect any use of the Licensed Mark at any time in order to assess the level of consistency and quality of any such use. The University will promptly provide a specimen of its use(s) of the Licensed Mark upon the Organisation's request at no cost to the Organisation. If, at any time, the Organisation reasonably determines in its sole discretion that a licensed use does not meet the quality standards required under this Agreement, the Organisation shall notify the University in writing and the University shall promptly correct the non-conformance and provide a specimen of the corrected use to the Organisation within ten (10) calendar days from the date of notification. The University will immediately notify the Organisation in writing of any complaints, enquiries or notifications concerning any issues raised in relation to any use of the Licensed Mark, including any allegedly infringing, false, misleading or deceptive trading or advertising practice, or an alleged failure to comply with any law, regulation, standard, rule or code of conduct. Failure to correct a non-conformance within ten (10) calendar days of notice of the non-conformance will be considered a material breach of this Agreement.

8.13 The University's use of the Licensed Mark shall fully comply with any branding guidelines provided to it by the Organisation. The University will not use the Licensed Mark in combination with any other mark, term, number, wording, phrase, slogan, stylisation, design, logo, or the like (collectively, "**other matter**") in a manner that is

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likely to create a commercial impression that the Licensed Mark and such other matter are together parts of a single combination mark. The University will not use any other matter in close proximity to (i.e. directly adjacent to, alongside or indivisible spatially from) and/or in the same or similar font type, size, stylisation or colour as the Licensed Mark. The University's use of the Licensed Mark shall create a separate and distinct impression from any other mark that may be used for the University's services in connection with the provision of the Products in addition to the Licensed Mark.

8.14 The University shall not:

(a) register, attempt to register or assist any third party in registering or attempting to register: (a) the Licensed Mark; (b) the Association globe logo; (c) the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark; (d) the CIMA mark; (e) the AICPA mark; or (f) any mark that is confusingly similar to the Licensed Mark, the Association globe logo, the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark, the CIMA mark or the AICPA mark;

(b) use the Licensed Mark in a manner reasonably likely to disparage, denigrate or mispresent the Organisation Group;

(c) challenge or assist any third party in challenging: (a) the Association's ownership of the Association globe logo; (b) the Association's ownership of the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark; (c) CIMA's ownership of the CIMA mark; or (d) the AICPA's ownership of the AICPA mark; or

(d) use any mark that is confusingly similar to: (a) the Association globe logo; (b) the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark; (c) the CIMA mark; (d) the AICPA mark; or (e) the Licensed Mark.

8.15 Upon the expiration or termination of this Agreement, the sublicence granted to the University under Clause 8.8 shall terminate immediately and the University shall immediately cease and desist from any and all uses of the Licensed Mark.

8.16 The University acknowledges that the Organisation makes no representation or warranty that it has rights in the Licensed Mark or the components thereof, or the right to sublicence the Licensed Mark, outside of the jurisdictions where the Association globe logo, the ASSOCIATION OF INTERNATIONAL CERTIFIED PROFESSIONAL ACCOUNTANTS mark, the CIMA mark and the AICPA mark have been applied for, are registered or where they have accrued common law rights.

8.17 The University agrees that the Organisation reserves the right to make changes to the Licensed Mark and Clauses 8.8 to 8.16 related to the Licensed Mark, upon giving written notice of such changes to the University. Such changes shall be binding upon both Parties, deemed to be incorporated into this Agreement and effective from the date specified in the written notice, without the need for signature by both Parties.

8.18 Other than the licences expressly granted under this Agreement, the Parties do not grant any licence of, right in or make any assignment of any of their Intellectual Property Rights. In particular, and except as expressly provided in this Agreement, the University shall have no rights in respect of any Marks or their associated goodwill, and the University hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, the relevant owner of its Mark.

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8.19 The University hereby grants to the Organisation during the Term of this Agreement a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, licence to place the University's logo(s) as communicated by the University to the Organisation ("**University's Mark(s)**") and/or name of the University on:

(a) Organisation's materials about the Products;

(b) the online portal (where applicable); and

(c) such other materials or media (including websites and social media) as are used by the Organisation to promote the Products under the terms of this Agreement.

8.20 In addition, the Organisation may refer to the University as an authorised reseller of the Products or use such term as may be specified in Schedule 1.

8.21 The licences granted under this Cause 8 shall automatically terminate on termination or expiry of this Agreement without further action of any Party and be of no further force or effect.

8.22 The Organisation acknowledges that the University is the sole and exclusive owner of the University's Mark(s), all Intellectual Property Rights therein and the goodwill appurtenant thereto; and that the Organisation's use of the University's Mark(s) will inure to the benefit of the University.

8.23 The Organisation's use of the University's Mark(s) shall fully comply with any branding guidelines provided to it by the University.

8.24 Notwithstanding anything to the contrary in this Agreement, the University shall not use, and shall not permit any third party to use, any of the Organisation's Materials, Marks, Intellectual Property Rights, Products, Confidential Information, Personal Data or any other materials provided by or belonging to the Organisation:

(a) as or in AI Input to train, validate, update, improve or modify any of the University or third party's AI Technology; or

(b) as or in prompts for any Generative AI Tools;

for itself or for the benefit of any other person or entity.

8.25 Any breach of this Clause 8 by the University shall be considered a material breach of this Agreement.

9. Confidentiality

9.1 Each Party may have access to Confidential Information of the other Party under this Agreement. A Party's Confidential Information shall not include information that:

(a) is or becomes publicly known through no act or omission of the other Party;

(b) was in the other Party's lawful possession, without restriction, prior to the disclosure;

(c) is lawfully disclosed to the other Party by a third party without restriction on disclosure, which third party, to the other Party's actual knowledge, was not prohibited from disclosing such information to the other Party;

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(d) is independently developed by the other Party without use or access to the Confidential Information of the disclosing Party and where such independent development can be shown by written evidence; or

(e) is required to be disclosed by law, any court of competent jurisdiction or by any regulatory or administrative body; provided that the receiving Party shall, to the extent legally permissible, notify the disclosing Party of such requirement so that the disclosing Party may seek to shield or limit such disclosure.

9.2 Each Party shall hold the other Party's Confidential Information in strict confidence at all times and, unless required by law or approved in writing by the disclosing Party, not make it available to any third party or use it for any purpose other than for the performance of its obligations under this Agreement.

9.3 Each Party shall use all industry standard appropriate physical, electronic and administrative safeguards to maintain the security of the other Party's Confidential Information and agree to take all reasonable steps to ensure that the Confidential Information to which it has access is not disclosed or distributed by its employees, agents, contractors or consultants in violation of the terms of this Agreement, including by having in place appropriate individual non-disclosure agreements.

9.4 For the avoidance of doubt, the foregoing obligations set out in this Clause 9 will survive termination or expiration of this Agreement and remain binding on the Parties for five (5) years following termination or expiration.

9.5 Upon termination or expiration of this Agreement, each Party shall promptly return or destroy (at the disclosing Party's option) all Confidential Information belonging to the other Party in its possession and shall certify in writing to the disclosing Party that this provision has been complied with.

10. Data Protection

10.1 The Parties agree to comply with all applicable Data Protection Legislation, and any such other clauses as set out at Schedule 5 and/or as provided by the Organisation in writing. Where additional contractual documents would be required in order to comply with Data Protection Legislation, the Parties undertake to discuss and negotiate any required remediation in good faith and without undue delay.

10.2 Schedule 5 shall apply when a Party (the "**Disclosing Party**") provides or otherwise makes accessible personal data to the other Party (the "**Receiving Party**").

11. Limitation of Liability

11.1 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement. In particular, the Organisation makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Products, Materials or the Marks.

11.2 Nothing in this Agreement limits or excludes the liability of a Party for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

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(c) any other liability which cannot be excluded or limited by law.

11.3 Subject to Clause 11.2, Organisation and University shall not in any circumstances be liable for, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent) or otherwise arising under or in connection with this Agreement:

(a) loss of revenue;

(b) loss of profit;

(c) loss of business;

(d) loss of anticipated savings;

(e) loss or corruption of data, information or other materials; or

(f) any indirect, incidental, punitive, special or consequential loss, damage or expense;

except that University remains responsible for all sums due to the Organisation for the Products the University has purchased and for all outstanding invoices.

11.4 Subject to the terms of this Clause 11, the Organisation's total aggregate liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the greater of £10,000 (ten thousand Pounds Sterling) and the amount actually paid by the University to the Organisation under this Agreement in the twelve (12) months preceding the date on which the claim arose.

11.5 To the extent that the Product entails any Assessments or Qualification, the University acknowledges and agrees that the Organisation cannot guarantee whether a User will pass the Assessments and accordingly is not liable in any way in respect of a User failing to obtain a Qualification.

12. Term and Termination

12.1 This Agreement shall commence on the Effective Date and shall continue for a term specified in Schedule 6 ("**Term**"), unless this Agreement is otherwise terminated in accordance with the terms of this Agreement.

12.2 Without affecting any other right or remedy available to it, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

(a) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default for thirty (30) calendar days thereafter; or

(b) the other Party commits a material breach of any other term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so by the non-breaching party.

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12.3 Without prejudice to any other rights or remedies to which a Party may be entitled, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

(a) there is a change of control of the other Party (within the meaning of section 1124 of the Corporation Tax Act 2010 of the United Kingdom or equivalent local legislation);

(b) the other Party purports to assign, transfer or otherwise make over to a third party any of its rights or obligations under this Agreement, other than in accordance with Clause 15.6;

(c) the other Party cannot pay its debts as they fall due, ceases to function as a going concern, makes an assignment for the benefit of creditors, has a receiver or administrator appointed, or is subject to a similar or equivalent procedure under local law; or

(d) a petition in bankruptcy is filed by or against the other Party, resulting in an adjudication of bankruptcy (or similar or equivalent under local law).

12.4 A Party may terminate this Agreement for any reason by giving a minimum written notice to the other Party as specified in Schedule 6 ("**Termination Notice**").

13. **Effects of Termination**

13.1 Upon termination or expiry of this Agreement for any reason:

(a) the University shall immediately pay all outstanding sums and any accrued interest to the Organisation;

(b) the University shall immediately cease all marketing and distribution of the Products;

(c) the University shall immediately cease to present or refer to itself as an Approved Reseller, or use such term as may be specified in Schedule 1, or in any terms which create the impression that it is an authorised reseller of the Products;

(d) the University shall immediately cease to use, and shall immediately (at its sole cost) return (or at the Organisation's option, securely destroy) all copies of materials and information relating to the Products, Materials and Marks which the University may have in its possession or under its control (including any marketing or promotional materials);

(e) the accrued rights of the Parties as at termination, or the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced;

(f) the following Clauses shall survive termination of the Agreement: Clause 1, 3.2, 7, 8.1, 8.4, 8.5, 8.7(b), 8.14, 8.15, 8.20, 8.21, 8.23, 8.24, 9,10, 11, 13, 14 and 15; and

(g) subject to the foregoing provisions of this Clause 13, all rights and licences of the University under this Agreement shall automatically terminate, unless such rights and licences are necessary to enable User(s) who have already started

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using the Products to complete their educational activities including Assessments solely during the purchased Subscription period, then the rights and licences of the University under this Agreement shall terminate immediately upon such User(s) relevant Subscription period expiring. In the event of termination for non-payment further to Clause 12.2(a), all rights and licences of the University under this Agreement shall automatically terminate irrespectively of User's progress.

13.2 Termination of this Agreement shall not of itself give rise to any liability on the part of the Organisation to pay any compensation to the University for loss of profits or goodwill, to reimburse the University for any costs relating to or resulting from such termination, or for any other loss or damage, including in relation to any compensation to customers.

14. **Notices**

14.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service or pre-paid airmail at the other Party's address as specified in Schedule 6(or an address substituted in writing by the Party to be served); or

(b) sent by email to the addresses as specified in Schedule 6 (or an address substituted in writing by the Party to be served).

14.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second day after posting;

(c) if sent by pre-paid airmail (providing proof of postage), at 9.00am on the seventh day after posting; or

(d) if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.

15. **General**

15.1 ***Variation***. Unless expressly stated otherwise in this Agreement including Clause 8.17, no variation of this Agreement shall be effective unless it is in writing and signed by both Parties (or their authorised representatives).

15.2 ***Force Majeure***. A Party shall not in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, its obligations under this Agreement (other than any obligation to make payments when due) if such delay or failure to perform results from events, circumstances or causes beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, epidemic, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or

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non-performance and provided that the affected Party shall use reasonable endeavours to limit the effect of such event on such other Party, such delay or failure, to the extent affected by the cause, will not constitute a breach of this Agreement. Notwithstanding the remainder of this clause, if performance is not resumed within ninety (90) days after the notice, the non-affected Party may by written notice, terminate this Agreement with immediate effect.

15.3 ***No waiver***. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.4 ***Severance***. If a provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

15.5 ***Entire Agreement***.

(a) This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, negotiations, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.

(b) The Parties acknowledge that in entering into this Agreement they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15.6 ***No assignment***. The University shall not, without the prior written consent of the Organisation, which may be withheld in the Organisation's sole and absolute discretion, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Organisation may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement to another member of the Organisation Group.

15.7 ***Independent contractors.*** The Parties are independent contractors. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided. To the extent permitted by applicable law, the University further expressly agrees to the exclusion of any agency regulations as may apply in the University's Territory and agrees that it shall not seek to allege or claim any agent or quasi-agent status or to claim any form of commercial agent compensation, indemnity or other protections on termination or expiration of this Agreement.

15.8 ***No third-party rights***. Except as otherwise expressly provided in this Agreement, a person who is not a Party to this Agreement or a permitted assignee has no rights to

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enforce any term of this Agreement, including where applicable, under the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom.

15.9 ***Counterparts and signature***. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original. The Parties further agree that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the Parties' intention to be bound by this Agreement as if signed by manuscript signature.

15.10 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.11 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

15.12 The Parties irrevocably agree that any disputes or claims arising out of or in connection with this Agreement, its subject matter or its formation (including non-contractual disputes or claims), shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

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SCHEDULE 1

PRODUCTS

1. Products under this Agreement are the CGMA Finance Leadership Programme (CGMA FLP).

2. The University agrees to refer to the Products as specified in Clause 1 of this Schedule 1 in all public and external communications, marketing and information.

3. The University shall ensure that a copyright notice is displayed as follows, which the Organisation may update from time to time:
   ©2024 Association of International Certified Professional Accountants. All rights reserved.

4. The Qualification under this Agreement is the CGMA Professional Qualification.

CGMA Finance Leadership Programme

5. The CGMA FLP is a competency-based digital learning route to complete the CGMA Professional Qualification.

6. CGMA FLP encompasses both technical finance and accounting skills as well as the business, people and leadership skills that finance professionals need.

7. CGMA FLP is delivered in English, through an online learning and assessment platform. Training material, course documentation, certificates and any other material are provided in electronic form only.

CGMA FLP Subscription packages

8. The University will purchase Subscriptions.

9. The University may purchase CGMA FLP as Skills Core or Skills Plus Subscriptions. The components of these Subscriptions are provided by the Organisation.

10. The table below outlines the components of the CGMA FLP University Skills Core and University Skills Plus Subscriptions.

CGMA Finance Leadership Programme Benefits and Features	**University Skills Core**	**University Skills Plus**
Competencies Access to all competency areas across all levels to develop in-demand skills	✓	✓
Business Simulations Tests application of learning using scenarios and solve real business problems	✓	✓
Skills Certificates Earn digital certificates by completing competencies across each level	✓	✓
Registration and Student Fees All registration and annual student subscription fees	✓	✓
Case Study Exam Review Course	—	✓

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CGMA Finance Leadership Programme Benefits and Features	**University Skills Core**	**University Skills Plus**
A course concentrating on case analysis, exam techniques and graded mocks		
Case Study Exam Fees One Examination Credit for all required exams to cover exam fees during Subscription	—	✓
Diplomas and Designation Receive Diploma's or CGMA Designation on completion of each level	—	✓

11. The University may purchase single or multiple year Subscriptions to CGMA FLP, as available under this Agreement. The University may also renew existing Subscriptions to enable Users to continue with their Qualification.

12. The Qualification is at four sequential levels of progression in the following order: Foundational, Operational; Management; and Strategic. Each level focuses on specific competency areas relevant to different levels of finance. Users are required to successfully take and pass case study examinations at each of the Operational, Management and Strategic levels, before progressing onto the next level. Examination Credits are included as part of Skills Plus Subscriptions. One Examination Credit covers the examination entry fees for a case study examination.

University Services

13. The University may sell CGMA FLP alone or with added services provided by the University ("University Services"), as a combined product ("Combined Product").

14. The University Services means the additional or enhanced learning and support services provided by the University to Users in connection with CGMA FLP which supports and complements the Product which are set out in Schedule 6.

15. The University will refer to the Product as the 'CGMA Finance Leadership Programme' in all public and external communications and information. The University agrees not to refer to the University Services or the Combined Product as CGMA FLP, Skills Core, Skills Plus or Skills Premium.

Reseller Description

16. The University shall be entitled to describe itself as an "Approved CGMA Finance Leadership Programme Provider".

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SCHEDULE 2

PRODUCT-SPECIFIC OBLIGATIONS AND CONDITIONS INCLUDING AUTHORISATION TERMS AND CONDITIONS FOR THE SALE OF CGMA FLP

1. In addition to the terms and conditions for authorisation set out in Clause 5.3 of this Agreement, the University shall also comply with the requirements set out in this Schedule 2.

2. The University shall obtain from Customers and provide to the Organisation, in writing, all necessary details regarding Users. If necessary, the University shall confirm consents have been obtained in accordance with relevant Data Protection Legislation and that Customers wish to study with the University.

3. The Organisation shall provide an invitation link to the University's Customers. The University shall remind Customers to access the invitation link to register with and become either:

    3.1. A student of The Chartered Institute of Management Accountants (CIMA) in accordance with the terms at aicpa-cima.com. This route must be used where individuals are resident outside the Americas; or

    3.2. A member of the American Institute of Certified Public Accountants (AICPA) in accordance with the terms at aicpa-cima.com. This route must be used where individuals are resident in the Americas.

4. The University shall provide Customers with the following information:

    4.1. all Product details as set out in Schedule 1 or as otherwise provided by the Organisation.

    4.2. the eligibility requirements and confirm that a Customer's ability to receive the Product is conditional upon availability of the Products, and them meeting the eligibility requirements and completing the applicable registration process.

    4.3. the eligibility requirement includes that individuals will be students who are enrolled on and completing or completed courses specified at Schedule 6, and will commence onto the Product at the level specified at Schedule 6.

    4.4. Customers will be required to access the invitation link and complete the registration and enrolment process with the Organisation in compliance with Clause 10 "Data Protection" of this Agreement. They will be required to provide all the information required, including details about their contact and address, and, where applicable, their education, professional experience, and any other professional certifications or designations they may hold. The Organisation will consider the information provided by the Customer and decide whether they may be registered with the Organisation.

    4.5. Where an individual is registered as a student of CIMA and is not already enrolled for CGMA FLP, their student registration will need to be cancelled, and a new registration made before they may enrol for a CGMA FLP Subscription. CIMA will contact the student to obtain the student's consent to this cancellation.

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4.6. Access to the Product, will be given and the Product Subscription period commences from the date of the User's registration, and an invoice has been issued to the University.

4.7. Each invitation may only be redeemed once and by a single User only.

4.8. Once a Subscription has commenced, system access is non-transferrable.

4.9. Each Subscription has an expiration date, as communicated at the time of purchase and available on the User account and on the University's dashboard.

4.10. Users will be required to:

4.10.1. use the user interface provided by the Organisation in order to access the Products; and

4.10.2. agree to the licence terms for the use of the Products contained within the Combined Product.

4.11. User(s) must sit and take examinations using Examination Credits included in their Subscription before the end date of their Subscription period ("Initial Subscription Period"). A new Subscription to the Product will need to be purchased before a User(s) may take examinations after the expiry of their Initial Subscription Period, irrespective of whether or not the User has used all of the applicable Examination Credits in their Initial Subscription Period.

4.12. If the User schedules an exam and does not cancel it within the stated cancellation period, this will be deemed an examination attempt and use of an Examination Credit. Once all Examination Credits are utilised, a new examination fee will be charged for any further attempts as required by the Organisation's exam policy.

4.13. If the User does not pass an exam this is an examination attempt and use of an Examination Credit. Once all Examination Credits are utilised, a new examination fee will be charged for any further attempts as required by the Organisation's exam policy.

5. To the extent the University makes any sales in the United Kingdom, the University agrees not to offer the Product as part of any apprenticeship schemes in the United Kingdom. The University may enter into a separate agreement with the Organisation to sell the CGMA Finance Leadership Programme Subscription specific for England Apprenticeship.

6. The Reseller agrees not to offer the Product to an individual who is or has previously been registered as a US licensed certified public accountant (CPA).

7. The University shall monitor the performance of User(s) through the CGMA FLP dashboard and where appropriate take relevant action to support and encourage User(s) to progress in compliance with Clause 10 of the Agreement.

8. The University shall:

8.1. Appoint a person to liaise with the Organisation regarding the administration and delivery of the Products and User's progression and support; and

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8.2. When promoting the Products, ensure that its sales and marketing materials accurately reflect the Product details, eligibility requirements and the number of Examination Credits available under the Subscription that has been purchased.

9. In respect of the University Services, the University shall:

9.1. Develop and deliver those services with reasonable care and skill; and

9.2. Provide an outline of the services it will provide by completing Schedule 6 of this Agreement.

Renewals

10. The University may renew Subscriptions of Users, from the period commencing 90 days prior to an existing Subscription expiring, by purchasing Subscriptions using the Order Form. Renewals must be completed prior to the expiry of a current Subscription. The University shall provide the information at Clause 4.8 to 4.12 of this Schedule to Customers at the renewal stage.

11. Where a User's Subscription has expired the University will be required to provide the individual's details for a new invitation to be sent to them and the individual will be required to complete the registration process. The University shall provide the information at Clause 4 of this Schedule to Customers at this new invitation stage.

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SCHEDULE 3

WHOLESALE PRICE SCHEDULE

1. The University shall pay the wholesale prices for the Products, as set out in Schedule 6.
2. The Organisation may change prices from time to time in its sole discretion. The Organisation will endeavour to inform the University of all changes in price in writing before they are implemented.
3. All charges are quoted exclusive of any applicable value added tax and other applicable sales taxes.
4. Prices will be charged and payable in:
   - 4.1. USD for Orders where the User is registered as a member of AICPA; and
   - 4.2. GBP for Orders where the User is registered as a student of CIMA.
5. The fees are payable by the University directly to the Organisation upon issuance of an invoice. An invoice will be issued:
   - 5.1. In the case of registrations, either
     - 5.1.1. at the point of a User's registration onto CGMA FLP; or
     - 5.1.2. where the Parties agree, when an agreed number of Users have successfully completed the registration process or an agreed interval has passed.
   - 5.2. In the case of renewal of Subscriptions invoices, within 90 days of renewals.
6. The Organisation shall give Users access to CGMA FLP upon issuance of the invoice.

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SCHEDULE 4

EXAMPLE ORDER FORM

Order Form - Finance Leadership Program Subscriptions
This order is made subject to the Terms and Conditions of the Agreement made between the parties stated below which is dated [insert date] **Parties** The Chartered Institute of Management Accountants based at 8th Floor, 30 Crown Place, London, EC2A 4EB, England [and Association of International Certified Professional Accountants based at 220 Leigh Farm Road, Durham, North Carolina, NC 27707-8110, United States] ("**Organisation**") And [inset name of University and full postal address] ("**University**"),
• The University hereby makes an order to purchase the Product Subscription packages set out below at the wholesale prices set out below. • By submitting the Order Form the University agrees to pay for CGMA FLP Subscription packages for the individuals listed in the section headed "Candidate List" below at the price per individual which is set out in the section headed 'Sales Prices". • The list may include new Users or renewals of Subscriptions for Users enrolled on CGMA FLP. • The University agrees to submit the Order Form via email to the designated Organisation Contact Person.

Completed by Organisation			
Contact Person – Organisation			
Contact Name:			
Telephone:			
Email:			
Sales Prices			
Subscription type	Duration	USD	GBP
Choose an item.	Choose an item.		
Choose an item.	Choose an item.		
Choose an item.	Choose an item.		

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Specific Instructions

Completed by University			
University Name and address			
Account Number(s) with Organisation?	Association:		
	CIMA:		
University Contact Person			
Contact Name			
Telephone			
Email			
PO Number	Yes	No	Add PO or other reference here
Is a PO number or other reference required on the invoice? If yes add details.	☐	☐	
Additional information related to this order			
For and on behalf of the University I place this order for and on behalf of the University and I confirm that I am authorised to place this order.			
Print Name			
Full Position Title			
Date	Click or tap to enter a date.		

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Candidate List

Please provide the following details to enable the Organisation to send out an invitation to a new individual or to renew the Subscription of a current Student onto CGMA FLP. If needed add more rows.

First Name	Last Name	Email Address	FLP Type	Duration	User Country of Residence	CIMA or AICPA ID of User (if applicable)	New Subscription or Renewal
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.
			Choose an item.	Choose an item.			Choose an item.

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SCHEDULE 5

Data Protection Addendum

The following services are contemplated under this Agreement:

☒ **CGMA Finance Leadership Programme**

- Reseller/controller to Organisation/controller, and Appendix 1 herein shall apply to these processing operations.

All capitalised terms not otherwise defined in this Schedule shall have the meaning set forth under GDPR.

APPENDIX 1

TRANSFER BETWEEN INDEPENDENT DATA CONTROLLERS

1. GENERAL DATA SHARING REGARDLESS OF INTERNATIONAL TRANSFERS

This Appendix 1 applies in the context of the performance of the Agreement, where one or more Party is subject to Data Protection Legislation, which mandates that the relationships (i) between Joint Controllers (Article 26 GDPR) or (ii) between a Controller and a Processor (Article 28 GDPR) be governed by a written agreement. While the relationship between the Parties governed by this Appendix 1 does not constitute either a Joint Controller relationship or a Data Controller to Data Processor relationship, the Parties still wish to detail the nature of the Processing operation in this Appendix 1, which describes the relation between two distinct Controllers, each determining independently the purposes and means of the respective Processing operations, and each Party shall be construed as independent Controller ("**Co-Controller**").

This Appendix 1 defines the role, the capacity and the ensuing liability of each Party based on their qualification for the Processing as detailed in Appendix 1-A.

This Appendix 1 contains only rules applicable to the Processing of Personal Data within the framework of the Agreement, along with additional rules pertaining to the transfer of data outside of the EEA/UK/Switzerland, as may be applicable. In consideration of the obligations herein contained, the Parties have agreed that they shall Process any and all Personal Data in relation with the Agreement on the terms set out in this Appendix 1. Should additional services be agreed upon between the Parties not contemplated in the Agreement as of its execution date, the Parties agree to discuss and negotiate any additional data sharing agreement to address such services.

This Section 1 shall apply regardless of the existence of international data transfer as described in Section 2.

1.1 OBLIGATIONS OF THE PARTIES

Each Party undertakes to comply with Data Protection Legislation, as applicable to their activities and Processing. Each Party warrants and is liable for itself, its employees, directors and representatives ("**Personnel**") to ensure the security, integrity and confidentiality of the Personal Data it processes in the context of the Agreement.

The Parties agree that this Appendix 1 applies where the Parties Process Personal Data separately in circumstances where each Party is considered as a Co-Controller in respect of the relevant Processing operations detailed as such in Appendix 1-B.

Furthermore, for the performance and management of this Agreement, the Parties, each acting independently as a Co-Controller, will process Personal Data relating to the other Party's

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Personnel, as may be mentioned in this Agreement (e.g. signatories for the Parties). Each Party warrants that it will inform its own Personnel on the Processing of their Personal Data by the other Party in accordance with applicable Data Protection Legislation.

Each Party agrees to ensure that appropriate transfer mechanisms are in place, and in accordance with applicable Data Protection Legislation, when transferring personal data outside the UK / EEA.

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

- In addition to the group of companies now or later affiliated with Receiving Party, including the applicable functions within the Receiving Party, the Personal Data transferred may be disclosed only to the following recipients or categories of recipients, or to other recipients allowed by applicable laws:
- Any service providers engaged by the above, such as tuition providers, exam workshop tutors, examination services provider.

1.2 COOPERATION

Each Party shall:

- provide in an intelligible form, upon written request from a Data Subject, the information that constitutes Personal Data processed by that Party in relation to the relevant Data Subject, and such supporting information as is required by the Data Protection Legislation;
- amend, update or delete, as appropriate or upon notification, any Personal Data which is found to be incorrect;
- comply with the Data Subjects' statutory right to object to the way their Personal Data is processed by that Party. All legitimate objections will be investigated and necessary action taken, including rectification, erasure or destruction of Personal Data, where appropriate;
- take into account Data Subjects' legitimate interests and inform them of the logic involved with respect to decisions made using their Personal Data purely by automatic means with no human involvement and which (i) are intended to evaluate certain personal aspects relating to the individual; and (ii) produce legal effects concerning the Data Subject or significantly affect him/her; and
- address the Data Subject's request within the timeline defined under Data Protection Legislation.

The Parties agree to cooperate in good faith where the Data Subject's request relates to a Data Subject whose personal data is also processed by the other Party in accordance with Article 19 GDPR.

In relation with Supervisory Authorities:

- Each Party acting as an independent Controller shall be responsible for performing, where applicable, at its own expense, any formality and procedure required by the Data Protection Legislation or the Supervisory Authority for the implementation of the Processing carried out by it or on its behalf.
- The Parties shall reasonably cooperate to enable the other to comply with the Data Protection Legislation or the requirements issued by the Supervisory Authority.
- Each Party may share the Personal Data with the Supervisory Authority:
  - When reasonably required in order to comply with the Data Protection Legislation and the request properly falls within the scope of the Supervisory Authority; or

- to establish, exercise or defend a legal claim or provide evidence (e.g. fraud, theft or report of suspected illegal activity).
  And provided that:
  - such information relates to compliance with the Data Protection Legislation on the Processing of Personal Data for which it is acting as Controller;
  - the information does not contain any confidential information of other Parties or any of their respective Controllers or about or belonging to a third party;
  - the information is not subject to the law of privilege or professional secrecy; and
  - disclosure of the information would not be contrary to the other provisions of Data Protection Legislation.

In any case, the relevant Party receiving a request from the Supervisory Authority shall immediately inform the other Party, if possible in writing, when such request relates to Personal Data initially provided by the other Party.

2. INTERNATIONAL TRANSFERS BETWEEN INDEPENDENT DATA CONTROLLERS

Receiving Party acknowledges that Data Protection Legislation may require that additional measures be taken to secure transfers of Personal Data outside the country or region they originate from. In such a case, Receiving Party shall assist Disclosing Party in implementing these additional measures.

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APPENDIX 1-A
Details of the Transfers

LIST OF PARTIES

Party	Address	Contact person's name, position and contact details	Activities relevant to the data transferred under these Clauses	Signature and accession date	Role (controller / processor)	Role (Disclosing Party / Receiving Party)
University	As specified in Schedule 7	As specified in Schedule 6	Sending of candidates' information to Organisation for (i) candidates' registration and enrolment, (ii) deliverance of CGMA FLP (iii) undertaking assessments	See execution date of the Agreement	Controller	Disclosing Party
Organisation	As specified in Schedule 7	As specified in Schedule 6	Assessing eligibility of candidates for CGMA FLP registration	See execution date of the Agreement	Controller	Receiving Party
Organisation	As specified in Schedule 7	As specified in Schedule 6	Making Users' information available to University through dashboard, delivery of CGMA FLP	See execution date of the Agreement	Controller	Disclosing Party

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DESCRIPTION OF THE TRANSFER

Sub-purposes	Data Subjects	Categories of Data	Receiving Party (Importer), role	Disclosing Party (Exporter)	Joint Controller
Assessing eligibility of candidates for CGMA FLP registration	candidates	First name, last name, email address, education details, employment, professional experience, certificates, country of residence, and CIMA or AICPA ID	Organisation (Controller)	University (Controller)	No
Sending Candidates' information to Organisation for Users' registration purposes	candidates	Contact details including address, email, country of residence, and CIMA or AICPA ID	Organisation (Controller)	University (Controller)	No
Making Users' information available to University through dashboard	Users	First name, last name, CGMA FLP progression status, assessment results	University (Controller)	Organisation (Controller)	No
Delivery of CMA FLP	Users	First name, last name, contact details	Organisation (Controller)	University (Controller)	No

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SCHEDULE 6

University Details, Term, Agreement Details

1.	**Agreement Date**	First Page	November 11, 2025
2.	**Effective Date**	First Page	November 11, 2025
3.	**University**	First Page	GLA 17km Stone, NH-19, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA
4.	**Payment days**	Clause 7.5	30 calendar days
5.	**Term**	Clause 12.1	two (2) year[(s)
6.	**Termination Notice**	Clause 12.4	three (3) months' written notice
7.	**Organisation's Notice Details**	Clause 14.1(a), (b)	Office of General Counsel, 8th Floor, 30 Crown Place, London EC2A 4EB LegalReview@aicpa-cima.com and legaluk@aicpa-cima.com
8.	**University's Notice Details**	Clause 14.1(a), 14.1(b)	GLA (Deemed to be University) 17km Stone NH-19 Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) India
9.	**Order Processing**	Clause 6	Orders shall be placed to the Organisation by filling in the Order Form set out in Schedule 5 and submitting it to Tasneem Kapasi.
10.	**University's Territory**	Clause 2.1	India
11.	**University's Mark(s)**	Clause 8.18	GLA UNIVERSITY MATHURA Recognised by UGC Under Section 2(f) Accredited with A Grade by NAAC
12.	**Organisation Details**	Schedule 5, Appendix1-A	Jon Mabe Data Protection Officer SecurityandPrivacyOffice@aicpa-cima.com
13.	**University's Details**	Schedule 5, Appendix 1-A	Ritesh Trivedi Assistant Professor Ritesh.trivedi@gla.ac.in

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14.	**University Course and entry point**	Schedule 2, clause 4.3	Individuals will be students on the following courses, and will commence onto the Product at the following.
	Course		**Product Commencement Point**
	B.Com		Foundation Level

15.	**University Services**	Schedule 1, clause 16	The University shall provide the following services		
	University Services				**Included**
	Introduction and Onboarding				**Yes**
	Live learning sessions on level learning				**Yes**
	Additional learning resources				**Yes**
	Student Coaching				**Yes**
	Access to technical support				**Yes**
	Full exam preparation resources and mock exams				**Yes**
	Add additional University services				**Doubt clearing sessions**

16.	**Wholesale price**	Schedule 3, Clause 1 and, if applicable Schedule 4	The University shall pay the following wholesale prices		
	Wholesale schedule		**Subscription duration**		
			1 year	**2 years**	**3 years**
	Subscriptions for students located <u>outside</u> Americas				
	Skills Core		£300	N/A	N/A
	Skills Plus		£600	£1,020	£1,530

17.	**Billing Details**	Provide the information below to set up the University for billing within the Organisation's systems.
	Does the University already have an Account Number(s) with Association/AICPA or CIMA?	Yes / No If yes, add below AICPA: CIMA: A-1999694

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	Please add name/email here of person at University that will be designated as Billing Administrator	Name: Ritesh Trivedi Email: ritesh.trivedi@gla.ac.in
	If different from the address at question 7, please add Shipping Address/Office Address	As above
	Please provide official contact telephone number and website for the University	+91-5662-250900, Best Private University in Mathura, Uttar Pradesh(UP), India
	If the University is registered for tax/VAT, please add Tax/VAT ID Number	GSTIN 09AABTS1465Q2ZT

	Answer questions below on special invoicing and payment aspects			
	Area	*Yes*	*No*	*Add details or comments*
	Is the University required to go through a vendor approval process for this Order to be paid? If yes add details.	☐	☒	
	Is a PO number or other reference required on the invoice?	☐	☒	
	Is the invoice required to be uploaded to the University's purchasing/procurement portal? If yes add details.	☐	☒	
	Is the invoice required to be sent to a dedicated purchasing email for processing by the University? If yes add details.	☒	☐	*Ritesh.trivedi@gla.ac.in*
	In addition to Billing admin, should other contacts at the University receive the invoice? If yes add contract details.	☐	☒	

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SCHEDULE 7

EXECUTION PAGE

THE PARTIES HAVE READ AND HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT

Please note that all Order Forms are subject to the terms and conditions of the Agreement which the Parties confirm they have read and agree to.

Organisation
For and on behalf of The Chartered Institute of Management Accountants, a Royal Charter body, with Charter number, RC000251, whose address is at 8th Floor, 30 Crown Place, London, EC2A 4EB.  Authorised Signatory Andrew Harding Secretary General Date signed November 11, 2025
University
For and on behalf of the **University**: GLA, 17km Stone NH-19, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) India  Authorised Signatory Ashok Kumar Singh Registrar Date signed November 11, 2025