

GENERAL TERMS OF SALE - TRAINING

Definitions

Terms in this document that start with a capital letter have the following meanings whether used in the singular or plural:

Trainee: means a person receiving Training.

GTS: means these General Terms of Sale, which apply to Training services.

Agreement: means the signed Proposal and these GTS. By signing the Agreement, the Client indicates its firm commitment to take the Training provided by the Training Organization or any subcontractor, as indicated in the Proposal.

Content: means any element, data, application, software, interface, database, work, or component of any kind, such as text, visuals, images, sound, videos, photos, illustrations, drawings, icons, computer or computer graphics creations, and audio and/or video animations the Trainee may access during Training.

Client: means the legal entity (public or private company) or individual that signs the Agreement.

Training: means all training provided by the Training Organization. The Training Organization provides two types of training:

- ◆ In-Person Training (IPT), where the Trainees and Trainer meet in the same place. IPT is provided by one or more trainers to groups or individuals.
- ◆ Online Training (OT), which is delivered to Trainees only via internet. Trainees access the Content and/or virtual classes on a Platform.

Proposal: means the Training Organization's written proposal for Training that meets the needs the Client has expressed.

Training Organization: means Savoye, registered as a training organization under activity declaration number 27210413121, and any subcontractors who have been duly approved and authorized based on their jobs and capacities.

Party or Parties: means the Client and the Training Organization, individually or together.

Platform: means <https://ascentine.eu.crossknowledge.com>, which provides virtual classroom and e-learning services. The platform is available online via an internet connection. It is hosted by Amazon Web Service and maintained by CrossKnowledge. To use it, Trainees must first agree separately and without any exceptions or qualifications to the Platform's general terms of use.

ARTICLE 1: Purpose

These GTS set out the terms and conditions for the Training offered by the Training Organization on the Client's behalf. All Agreements entered into with the Training Organization as provided in Article 3 include the Client's unqualified acceptance of these GTS. Unless the Training Organization makes a formal, express exception, these GTS prevail over any Client document, in particular any general terms of purchase.

The Client will be responsible for the Trainees' compliance with these GTS. The Trainees will be subject to the Client's sole supervision and liability. The Client also acknowledges that before it entered into the Agreement, the Training Organization provided information and advice enabling it to determine that the Proposal meets its needs. These GTS may be updated at any time. The GTS that apply to the Client are those that were in effect on the day the Agreement was signed.

ARTICLE 2: Training catalogue

The Training Organization's catalogue describes Training programs in general terms. If it deems necessary, the Training Organization may change the Content of any particular Training program or the trainers' profiles to suit group dynamics, the Trainees' level, or the Client's particular needs. Content is listed in the Training descriptions for information purposes only.

To enable Trainees to get the most from the Training it offers, the Training Organization also indicates prerequisites in the catalogue. The Client must make sure its Trainees meet the prerequisites for the Training they wish to take. The Training Organization cannot be held liable for any mismatch between the Training and the Trainees' initial level.

The Training Organization has complete discretion to use whatever instructional materials and methods it chooses.

ARTICLE 3: Entry into the Agreement

Based on the Training catalogue provided to it, the Client will make its needs known to the Training Organization, which will give the Client a written Proposal. The Proposal's validity period will be indicated in the Proposal. After that period ends, the Training Organization may deny the Client's request or modify the terms.

The Training Organization has no obligations to the Client until the Client has signed the Proposal and the GTS, which together constitute the Agreement.

The Proposal must expressly and accurately state the Client's name, the name of the Trainee (if different from the Client), the information regarding the specific Training program (name, date(s), place, methods), the price, the address the Training documents must be sent to, and the billing address.

If the Proposal is subsequently modified, the change will not be effective until both Parties have signed a written amendment.

ARTICLE 4: Price and billing terms

Prices and terms of payment are indicated in the Proposal in euros excluding tax. Prices must be increased by VAT at the applicable rate.

The Client must provide any supplies (e.g., pens and paper) needed to take the Training. The Client must also provide the Trainees and the Training Organization with an internet connection.

In accordance with the Proposal and unless expressly provided otherwise, the Client must pay all travel costs (visa fees, travel, accommodations, and meals) for the Training Organization, any of its subcontractors, the Client, and the Trainees or other individuals.

For IPT, an invoice in the Client's name will be sent to it at the end of the Training. For OT, an invoice in the Client's name will be sent to it once the Agreement is signed.

Unless provided otherwise in the Proposal, invoices must be paid within thirty (30) days of the issue date. Payment must be made by wire transfer.

No deductions made be made and no discounts may be applied.

The Client may not defer or suspend payment even if it has a complaint or claim.

Once a Trainee begins a Training program, the Training must be paid for in full, even if only partially completed. If a government-approved continuing education fund (*opérateur de compétence*) is financing the Training, the amounts invoiced for the Training belong to the Training Organization and are owed to it as damages rather than as payment for educational costs.

Any late payment will give rise, from the first day of delay, to:

- ♦ application of interest at the European Central Bank's most recent refinancing rate increased by ten (10) percentage points,

- ♦ payment of fixed compensation to cover collection costs in the amount set out in the applicable implementing decree (forty euros (€40) on the date of these GTS),
- ♦ additional compensation if the Training Organization proves its collection costs exceeded the fixed compensation mentioned above, without prejudice to any damages it may claim.

If payment is late or not made at all, the Training Organization may suspend or refuse any new order until the account has been settled.

If a third party (continuing education fund) is covering the Training costs, the Client must:

- ♦ request coverage before the Training begins and make sure the request has been granted;
- ♦ inform the Training Organization explicitly before the Training Organization makes a Proposal;
- ♦ make sure the designated continuing education fund makes payment.

If the continuing education fund is to pay only a portion of the training costs, the remainder will be billed to the Client as indicated in the Proposal.

If the skills fund fails to pay or pays late for any reason, the Client will owe the full cost of the Training in question and will be billed immediately.

ARTICLE 5: Modification or cancellation

5.1: By the Training Organization

The Training Organization may cancel or postpone Training, in particular if it deems the number of Trainees to be insufficient for educational purposes or there are technical or logistical problems. It will inform the Client of such cancellation or postponement no later than seven (7) calendar days before the Training starts. The Training Organization is not required to pay any compensation of any kind. It will suggest new dates or sites to the Client and a new Agreement will be signed.

If a trainer defaults, the Training Organization may replace that trainer with a person who has equivalent technical expertise. Otherwise, it will postpone the Training to the nearest date possible.

If the Training Organization is required to cancel Training due to a force majeure event as defined in Article 11, it will hold a new Training session as soon as possible.

5.2: By the Client

The Client may cancel or postpone its attendance at IPT at no cost if the Training Organization receives the Client's written request more than fifteen (15) days before the Training starts. Such cancellation or postponement will be effective after the Training Organization confirms it to the Client.

If the Client cancels its attendance between the eighth and fifteenth calendar days before the Training starts, the Training Organization will bill the Client fifty percent (50%) of the Training price to cover its costs for reserving that time for the Client and preparing the Training.

If the Client cancels its attendance less than seven (7) calendar days before the Training starts, the Training Organization will bill the Client the full price of the Training as well as all sums incurred by SAVOYE (in particular and without this list being exhaustive: travel cancellation costs (car rental, train, hotel...), day(s) of preparation of the Training...) before the start of the Training and for the purposes of this one.

If, for any reason other than a duly recognized force majeure event, the Client is absent, late, attends only part of the Training, or stops attending before an IPT program ends, it must pay the full Training price.

If a Trainee is absent for health reasons documented by a doctor's certificate, enrollment may be deferred to the next scheduled session. Otherwise, the full Training price must be paid.

ARTICLE 6: Platform terms of use

If the Client has enrolled in OT, the Training Organization will make the Platform available to the Trainees, provided they accept the Platform's general terms of use with no exceptions or reservations.

ARTICLE 7: Personal data protection

7.1: Compliance with applicable law

The Training Organization will comply with the personal data protection law applicable in France: (i) French Law No. 78-17 of January 6, 1978 on information technology and civil liberties, as amended by the French law of June 20, 2018 and as supplemented by that law's implementing decree of August 1, 2018; and (ii) Regulation 2016-679 (EU) of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

7.2: Data processing security and confidentiality

The Training Organization and its personnel will take all necessary measures to protect the integrity and maintain the confidentiality of Trainees' personal data provided to the Platform and/or for Training purposes, and in particular will make such personal data accessible or viewable only to Training Organization personnel.

The Training Organization will institute all security systems that comply with applicable standards and protect the confidentiality and security of personal data by protecting against system intrusion and data breaches, misappropriation, or corruption.

ARTICLE 8: Intellectual property

8.1: Overview

The Training Organization and its subcontractors are the sole holders of the intellectual property rights over all of the Training they offer the Client. All Content and educational information and materials in any form (paper, digital, electronic, etc.) used for Training belong exclusively to the Training Organization and any subcontractors it may have.

They may not be reproduced, wholly or partially, without the Training Organization's express consent. Any use other than for Training must be authorized in advance by the Training Organization.

Moreover, the Client will not directly or indirectly compete with the Training Organization by using, selling, disclosing, modifying, exploiting, transmitting, or reproducing any Content and/or any other document obtained pursuant to the Agreement.

8.2: Online Training

All the intellectual property rules applicable to OT dispensed through the Platform are set out in the Platform's general terms of use (GTU). Any use of the Platform not authorized by the GTU is prohibited.

The Client acknowledges that OT sessions may be recorded (sound and/or visual) and broadcast subsequently on the Platform. The Training Organization will inform Trainees of such recording before each OT session starts. The Parties acknowledge that by attending an OT session, the Trainees tacitly consent to such recording. Trainees must manifest their refusal to be recorded by disconnecting from the OT.

ARTICLE 9: Liability

Regardless of the Training and in all events, the Training Organization may not be held contractually liable unless the harm suffered is the direct result of serious misconduct attributable to the Training Organization. The Client and its insurers expressly waive compensation for indirect and/or consequential damages such as lost profits or lost earnings, operating losses, lost information, lost data, lost files, or reputational or brand damage.

In any event, the Training Organization's liability for all causes taken together is limited to twenty percent (20%) of the payments made by the Client under the Agreement.

Any action of any kind the Client may wish to bring on any grounds will be time barred one (1) year after the underlying event has occurred.

The Training Organization may not be held liable for any consequences of a force majeure event as defined in Article 11 of these GTS or for the Client's or a third party's acts or omissions.

ARTICLE 10: Non-disclosure

The Parties will not disclose each other's Content or any other information or documents of any kind (financial, technical, commercial, etc.) they may have had access to in any form in connection with Training or during discussions prior to entry into the Agreement.

The Training Organization will not transmit the information disclosed by the Client in connection with Training (including information concerning the Trainees) to any third parties other than its subcontractors and affiliated companies without the Client's prior written consent.

ARTICLE 11: Force majeure

The Training Organization may not be held liable to the Client for any non-performance of its obligations caused by a force majeure event. In addition to the usual cases recognized by the French courts, force majeure events include a trainer's illness or injury, strikes or union disputes internal or external to the Training Organization, natural disasters, fire, failure to obtain a visa or work or other permit, subsequent laws or regulations, telecommunications breakdowns, energy supply outages, any communications or transportation breakdown, or any other event beyond the Training Organization's reasonable control.

ARTICLE 12: Miscellaneous

If any clause of these GTS should be declared void or unenforceable, it will be deemed not written and the rest of these GTS will remain in effect.

Either Party's temporary or permanent failure to demand performance of a provision of these GTS or to acquiesce in its non-performance may not be interpreted as a waiver of its rights under that provision.

The Training Organization may subcontract the Training in whole or in part.

The Client expressly authorizes the Training Organization to use the Client's name, trade name, trademarks, and/or logo as a commercial reference on any medium and at any opportunity, strictly for marketing and/or advertising purposes.

In performing these GTS, the Parties will conduct their business independently and these GTS may not be interpreted as creating a relationship of subordination or de facto company between them.

These GTS are governed by French law, to the exclusion of the Vienna Convention.

The Parties must attempt to settle out of court any dispute arising from the entry into, interpretation, performance, or termination for any reason of these GTS. If they are unable to do so, any such dispute must be brought before the competent courts of Dijon.