GRENOBLE ECOLE DE MANAGEMENT
BUSINESS LAB FOR SOCIETY

GENERAL CONDITIONS OF SALE
CONTINUOUS EDUCATION B TO B
"CUSTOM PROGRAMS"

1- Object and field of application

GEM Executive Education is Grenoble Ecole de Management (GEM) dedicated department to all continuous education trainings and activities, whose head office is 12, rue Pierre Sémard, 38000 Grenoble.

GEM is registered under the business registration no. 84 38 06379 38, and is accredited with AACSB, Equis and AMBA, and is NF 214 Continuous Training certified, including part-time programmes.

The GEM Executive Education custom programmes department develops markets and deploys customized management training courses.

It offers a wide range of services (hereinafter the "Offer of Services") in the context of continuing education and training:

- Training programmes
- Specific evaluation, educational design, deployment and monitoring of training for companies wishing to train their staff; hereinafter referred to as the "Beneficiary(ies)";

These general terms and conditions of sale (hereinafter the "General Conditions of Sale") apply to any Offer of Services proposed by GEM to any company (hereinafter referred to as "the Client").

2 - Contractual commitment

The Client subscribes to the Offer of Services by signing the Training Agreement or the Quotation, to which these General Conditions of Sale are appended, the entirety forming an indivisible whole governing the relationship between the parties.

The Client undertakes to return imperatively, before the start date of the training course, the signed Quotation or the signed Training Agreement.

The Training Agreement or the Quotation details the content of the Offer of Services, based on the information provided by the Client.

The Client who subscribes to an Offer of Services undertakes to respect the terms of these General Conditions of Sale and those of the Training Agreement or the Quotation.

The Client shall ensure that the Beneficiaries comply with these General Conditions of Sale and the Training Agreement or the Quotation.

The Client also acknowledges that, prior to the signing of the Training Agreement or the Quotation; it has received sufficient information and advice from GEM, enabling it to ensure that the Offer of Services adequately meets its needs.

Grenoble Ecole de Management - GEM - EESC à but non lucratif - SA au capital de 15 737 000 € - RCS de Grenoble 817 389 141

GRENOBLE ECOLE DE MANAGEMENT
BUSINESS LAB FOR SOCIETY

3 – Offer of Services delivery

The Offer of Services may be executed on GEM's premises, on the Client's premises or on the premises of a partner establishment of either GEM or the Client.

When executed on the Client's premises, the Client undertakes to make available the technical means necessary for the smooth running of the project.

GEM has internal rules and regulations as with any continuous education training organisation, which can be consulted on its website, and which apply to all Training Programmes, with the exception of the health and safety rules specific to premises outside of GEM.

The Client is informed that GEM is likely to subcontract for part or all of the execution of the Offer of Services. In case of subcontracting, GEM will remain fully responsible towards the Client for the proper execution of the Offer of Services.

The Client undertakes to not directly solicit or recruit the trainer(s) carrying out the Offer of Services for an offer similar to the one proposed by GEM. This commitment is valid for the entire duration of the Offer of Services by GEM and will persist for a period of 12 months after the end of the Offer of Services.

GEM is free to use the methods and educational tools of its choosing for the execution of the Offer of Services which fall within its sole jurisdiction.

GEM provides the Beneficiaries participating in the Training Programme with all of the educational and material means necessary for the execution of the Training Programme, in accordance with the content of the Training Programme as defined in the Training Agreement.

4 - Financial conditions

The price of the training is detailed in the Training Agreement or in the Quotation.

Any Offer of Services for which production has commenced is due in full, unless otherwise specified in the Training Agreement.

In the event that payment is taken over by an accredited fund-collecting agency (OPCO), it is the Client's responsibility to request the payment before the training course begins.

The financing agreement must be sent to GEM before the start of the training programme. In the event of an agreement for a partial payment by the OPCO, the difference will be directly invoiced by GEM to the Client. If GEM has not received the OPCO financing agreement by the first day of training, the Client will be required to pay the price of training until the OPCO takes over.

It is reminded that the sums due by the Client that are not duly justified – by the attendance sheets signed by the Beneficiary, cannot be charged as Continuing Education and cannot be paid by the OPCO.

Grenoble Ecole de Management - GEM - EESC à but non lucratif - SA au capital de 15 737 000 € - RCS de Grenoble 817 389 141

GRENOBLE ECOLE DE MANAGEMENT
BUSINESS LAB FOR SOCIETY

TAX CLAUSE

The prices and rates detailed in the Training Agreement or the Quotation are in euros net of taxes.

As GEM is a certified provider of continuous education training, any services or goods closely linked to this specific activity (accommodation, catering, supply of teaching documents, tools) are exempt from VAT.

In the event that GEM erroneously issues one or more invoices exempt from VAT in connection with the execution of the Service Offer, GEM reserves the right to send a corrective invoice with VAT. Upon receipt of this corrective invoice specifying the VAT amount, the VAT will be due to GEM.

The Client is bound by these General Conditions of Sale and the terms of the Training Agreement or the Quotation, and as such is required to pay the price mentioned therein.

After signing the Training Agreement or the Quotation, if the Client wishes to cancel or change the date of a Training Programme session, it shall do so in writing and shall remain liable to pay a lump-sum compensation under the following conditions:

5.1. Cancellation without replacement of Training Programme session

The Client will pay GEM an indemnity equivalent to 50% of the price of the Training Programme if the cancellation occurs between the 30th and the 15th day before the beginning of the session.

The Client will pay GEM the full price of the Training Programme if cancellation occurs less than 15 days before the start of the session.

Applicable to all circumstances, in the event of cancellation of a session, the Client will reimburse GEM for all costs incurred that are not refundable, upon proof.

5.2. Change of date of a Training Programme session

In the event of a change of date of a Training Programme session less than thirty (30) days before said session, the Client will pay GEM an indemnity equivalent to 15% of the Training Programme price.

When changing the date of a session, under any circumstances, the Client will be required to reimburse GEM any costs which have already incurred for the organisation of the session, on presentation of supporting documents.

The compensation paid by the Client is subject to VAT.

If GEM is unable to execute the Training Programme on the scheduled date, GEM will agree with the Client to postpone it to a new jointly agreed date.

Grenoble Ecole de Management - GEM - EESC à but non lucratif - SA au capital de 15 737 000 € - RCS de Grenoble 817 389 141

The teaching methods and tools used by GEM and its trainers remain the sole property of GEM. They are made available to the Beneficiaries only in the context of the execution of the said Training Programme, to the exclusion of any other use in particular for commercial purposes.

Any representation or reproduction, by any process whatsoever, which does not comply with the legislation in force, constitutes an infringement within the definition of the provisions of Articles L122-4 and L335-2 of the intellectual property code. As such, the Client is prohibited from using the content of the training courses for the purpose of quoting or training third-party audiences without the explicit permission of GEM.

Any reproduction, representation, modification, publication, distribution, distortion, in whole or in part, of the training content, including the E-Learning module(s), as well as of the databases appearing, where applicable, on the GEM remote learning resources access platform, is strictly forbidden, whatever the process and medium used.

In return for payment of the relevant price, the E-Learning modules are subject to a personal, non-transferable and non-exclusive right of use for the benefit of the Beneficiaries for a period limited to the execution of the Training Agreement/Quotation.

For the execution of the Training Agreement/Quotation, insofar as GEM will have access to documents, files, supporting material containing the Client's trademarks and distinctive signs, GEM formally refrains from carrying out any form of reproduction or representation or from altering or obscuring in any way whatsoever the trademarks and distinctive signs belonging to the Client and undertakes to use its documents, files, supporting material for execution of the Training Agreement only. The same applies to all documents, methods and techniques that GEM will use for the execution of the Training Programme and that the Client undertakes to use only within the context of the Training Programme intended for the Beneficiaries. The Client undertakes in this respect not to disclose them to any third party.

The Client is responsible for the security and coverage of risks relating to the Beneficiaries' participation in the Offer of Services, including travelling.

The Client therefore guarantees that it has taken out the necessary insurance policies to cover these risks, and undertakes to provide GEM with the insurance certificate corresponding to the said risks at GEM's upon GEM's first request.

GEM declares that it has taken out an insurance policy covering professional civil liability risks with a reputedly solvent insurance company and has paid the corresponding contributions.

GEM will provide, upon the Client's request, the relevant certificate for the said risks.

Grenoble Ecole de Management - GEM - EESC à but non lucratif - SA au capital de 15 737 000 € - RCS de Grenoble 817 389 141

GRENOBLE ECOLE DE MANAGEMENT
BUSINESS LAB FOR SOCIETY

8 - Force majeure

Events of force majeure are deemed to be those defined by case law, which make it absolutely impossible to execute these General Conditions of Sale and the Training Agreement.

The Party invoking force majeure shall inform the other, by any means followed by written confirmation by registered letter with acknowledgement of receipt, as soon as possible; the Parties shall then discuss the consequences of the situation and endeavour to reach an acceptable solution to enable the execution of the Training Agreement and these General Conditions of Sale.

It is agreed between the Parties that in the event of a delay of more than 30 days in the execution of the Training Agreement due to force majeure, it may be terminated without notice by either Party and without compensation on either side.

REFERENCE

The Client authorises GEM to state, as a reference and for the attention of its prospects, clients and partners, that it has been entrusted by the latter with the execution of the Training Programme defined within the context of the Training Agreement. Likewise, the Client may refer, for reference, to the Training Services executed by GEM on its behalf.

WAIVER

The fact that one of the Parties does not invoke any of the stipulations of these General Conditions of Sale or the provisions of the Training Agreement or does not invoke a breach thereof shall not constitute a waiver of the benefit of the said clauses. The express waiver must be mutually agreed upon and signed by both parties.

10 - Applicable law — attribution of jurisdiction

The present General Conditions of Sale are governed by French law.

Prior to any litigation, the Parties shall seek, in good faith, to settle amicably their disputes relating to the validity, performance or interpretation of these General Conditions of Sale or the Training Agreement.

Any dispute between the Parties that has not been settled amicably, will be dealt with by the competent French courts.

Grenoble Ecole de Management - GEM - EESC à but non lucratif - SA au capital de 15 737 000 € - RCS de Grenoble 817 389 141