

AGILEA reserves the right to modify or update its general terms and conditions at any time. The terms and conditions applicable on the day of the order can be consulted at <https://www.agilea-group.com/>. The particulars described in the training agreements drawn up with the Client take precedence over this GCS.

Article 1. PRESENTATION

AGILEA is a training organization with headquarters located at 9 Rue Michel Labrousse, Bâtiment Beryl 1 - 31100 Toulouse - France.

Declaration of activity n° 73 31 077 05 31 with the Prefect of the Midi-Pyrénées region.

Article 2. SUBJECT

The present general conditions of sale (hereinafter the "GCS") detail the rights and obligations of AGILEA and its Client within the framework of the sale of training, consultancy and support services relating to orders placed with AGILEA.

The registration form that is returned, completed and signed by the Client will be considered to be the order form. By registering and/or sending an order form, the Client acknowledges having read and understood these terms and conditions, and agrees to fully abide by them.

Article 3. TRAINING PROGRAMS

3.1. Inter-company training

The provisions of the present article concern inter-company training, carried out on AGILEA premises or on premises made available by AGILEA.

AGILEA offers the possibility of replacing a participant who is unable to attend by another with the same profile and training needs.

In the event that the number of participants is insufficient to ensure the smooth running of the training session, AGILEA reserves the right to cancel the session at the latest one week before the scheduled date, without compensation, but with reimbursement of sums already paid.

3.2. Intra-company training

The provisions of the present article concern intra-company training courses developed specifically for the Client and carried out on the premises of AGILEA, on the premises of the Client or on premises made available by the Client or by AGILEA.

All intra-company training will be subject to a prior commercial and financial proposal from AGILEA.

3.3. Customized training, advice and support

All customized training, advice and support will be subject to a prior commercial and financial proposal from AGILEA.

Article 4. COMMON PROVISIONS FOR TRAINING COURSES

4.1. Contractual documents

For any company registering participants, a training agreement drawn up in accordance with current legislation will be sent in duplicate; one copy of which must be returned by the Client, signed and stamped by the company. The certificate of attendance is given to the participant at the end of the course, and is sent to the Client on request.

4.2. Payment by an organization managing training funds

If the cost of training is covered by an organization that manages training funds, it is the Client's responsibility to apply to the relevant organization before the start of training, and to indicate this explicitly on the registration form or order form.

The financing agreement must be communicated at the time of registration, along with the copy of the agreement that the Client signs and returns to AGILEA.

In the event of partial coverage of the cost of training by the funding organization, the balance will be invoiced directly by AGILEA to the Client.

In the event that AGILEA does not receive the agreement from the funding organization by the first day of training, AGILEA reserves the right to invoice the Client for all training costs.

4.3. Cancellation of training courses at the Client's initiative

Face-to-face training dates for inter-company sessions are set by AGILEA, while intra-company sessions are set by mutual agreement between AGILEA and the Client. In both cases, the dates are considered to be firmly blocked.

In the event of cancellation by the Client of either an inter-company session set by AGILEA or of a jointly planned training session, compensation is payable to AGILEA as follows:

- postponement or cancellation notified at least 30 working days before the session: no compensation owed.
- postponement or cancellation communicated less than 30 days and at least 15 working days before the session: 30% of the fees for the session will be billed to the Client.
- postponement or cancellation notified less than 15 working days before the session: 70% of the session fees will be billed to the Client.

Article 5. PROVISIONS APPLICABLE TO ALL AGILEA SERVICES

5.1. How to place an order

The proposal and prices indicated by AGILEA are valid for 1 month from the delivery date of the commercial proposal.

The offer of services shall be deemed accepted upon receipt by AGILEA of an order form, registration form or quotation signed by any duly authorised representative of the Client.

Signature of the order form and/or agreement to a proposal implies the understanding and the irrevocable and unreserved acceptance of the present conditions, which may be modified by AGILEA at any time, without prior notice, and without this modification giving a right to any compensation on the part of the Client.

5.2. Billing - Payment

5.2.1. Price

All prices are in euros and exclusive of tax. The prices will be increased by VAT at the current rate. Any taxes, customs or import duties or any bank charges incurred by the method of payment used will be borne by the Client.

Travel expenses for the consultant(s) or trainer(s), as well as room rental, documentation and rental of standard equipment (video projectors, metaplans, marketing simulation equipment, etc.) are invoiced according to the details given in the training agreement.

5.2.2. Payment

Unless otherwise stipulated, payments will be made under the following conditions:

- Cash payment must be made by the Client within 30 (thirty) days of the invoice date;
- payment is accepted by check or by bank / postal transfer;
- no discount will be applied for payment before the due date, unless otherwise indicated on the invoice.

In the event of partial invoicing at the time of order, the balance due will be invoiced monthly on a pro rata basis according to the number of days worked.

In the event of late payment, AGILEA may suspend all current orders and deactivate access to the E-learning module(s), without prejudice to any other course of action.

Any sum not paid by the due date will automatically incur penalties equal to three times the legal interest rate, without prior notice.

AGILEA shall have the right to suspend the service until full payment has been made and to obtain payment by legal means at the Client's expense, without prejudice to any other damages that may be due to AGILEA.

In accordance with article L. 441-6 of the French Commercial Code, any payment made after the due date will give rise to the payment of a fixed indemnity of €40 for collection costs. An additional indemnity may be claimed, with justification, if the collection costs incurred exceed the amount of the fixed indemnity.

5.3. AGILEA's limitations of liability

AGILEA may in no case be held liable for any technical failure of the equipment, any misuse of the E-learning training module(s) by Users or any cause beyond AGILEA's control.

Whatever the type of service, AGILEA's liability is expressly limited to compensation for direct damage proven by the Client.

AGILEA's liability shall be limited to the amount of the price paid by the Client for the service in question.

Under no circumstances shall AGILEA be held liable for indirect damage such as loss of data or files, operating loss, commercial loss, loss of earnings, damage to image or reputation.

5.4. Force majeure

AGILEA may not be held liable to the Client in the event of non-performance of its obligations resulting from an event of *force majeure*. The following are considered as cases of *force majeure* or unforeseeable circumstances, in addition to those usually recognized by the jurisprudence of French courts and tribunals, and without this list being restrictive: the illness or accident of a consultant or training leader, strikes or industrial disputes internal or external to AGILEA, natural disasters, fires, failure to obtain visas, work permits or other permits, laws or regulations subsequently introduced, interruption of telecommunications, interruption of energy supply, interruption of communications or transport of any kind, or any other circumstance beyond the reasonable control of AGILEA.

5.5. Intellectual property

AGILEA is the sole owner of the intellectual property rights of all the training courses it offers to its customers. To this end, all content and teaching aids, whatever their form (paper, electronic, digital, oral, etc.) used by AGILEA to provide training remain the exclusive property of AGILEA. As such, they may not be used, transformed, reproduced or exploited in any way not expressly authorized for internal or external use by the Client without the express agreement of AGILEA.

In particular, the Client agrees not to use the content of the training courses to train persons other than his or her own staff, and shall be liable under Articles L. 122-4 and L. 335-2 *et seq.* of the French Intellectual Property Code in the event of unauthorized transfer or communication of the content.

Any reproduction, representation, modification, publication, transmission or distortion, whether total or partial, of the training content is strictly forbidden, regardless of the process or medium used.

In any event, AGILEA shall remain the owner of its tools, methods and know-how developed prior to or during the performance of services for the Client.

5.6. Privacy

The parties agree to keep confidential all information and documents concerning the other party, of any nature whatsoever, whether economic, technical or commercial, to which they may have access during the performance of the contract or during exchanges occurring prior to the conclusion of the contract, in particular all information appearing in the commercial and financial proposal sent by AGILEA to the Client.

5.7. Communication

The Client agrees to be quoted by AGILEA as a client of its service offers, at AGILEA's expense.

Subject to compliance with the provisions of article 5.6, AGILEA may mention the Client's name, logo and an objective description of the nature of the services, the subject of the contract, in its reference lists and proposals to its prospects and customers, notably on its website, in discussions with third parties, in communications to its personnel, in internal forward-looking management documents, in its annual report to shareholders, as well as in the event of legal, regulatory or accounting provisions requiring this.

5.8. Protection of personal data

5.8.1. Personal data

All personal data of the participant collected by AGILEA belongs strictly to that participant. This data is protected and not distributed in accordance with French law.

This data is used to ensure the delivery of services offered by the training organization known in France as AGILEA, in particular the establishment of the training agreement and the creation of the training course (including the creation of an account in the name of the participant on the ASCM website, Demand Driven Institute website, and Question of the Day platforms / Non-exhaustive list).

We commit to ensuring that this data will not be passed on to third parties without the explicit consent of the participant; this data will not be marketed in any way.

This data may, however, be used to send updates to former participants regarding AGILEA's training catalog, to discuss future training projects, and to invite former participants to take part in our events or to receive our newsletters.

This data may also be shared with AGILEA's training partners and CLIENTS, including personal information, as follows:

- > With the CLIENT who signed the agreement with the participant, to keep him/her informed of the progress of the training. This includes statistics concerning the participant (attendance, success rate in the various modules, etc.).

- > With the certification bodies from which we purchase certification exams, notably ASCM and DDI, both located outside the EU (USA). This includes the following information: last name, first name, e-mail address, company, certification exam results;
- > With partner trade associations, from whom we purchase memberships. This includes the following information: last name, first name, e-mail address, company;
- > With the AGILEA training team to analyze participant performance statistics.

In addition, we may share non-personally identifiable (anonymized) information with the public and with third parties, including, for example, training aggregator sites.

The personal data collected is kept for a period of five years from the last exchange between the participant and AGILEA. At the end of this statutory data retention period, data enabling the user to be identified is anonymized: last name, first name, e-mail address.

The data controller is:

AGILEA SAS
9 rue Michel Labrousse
31100 Toulouse
FRANCE

5.8.2. Rights of image and references

AGILEA is predisposed to taking photos and/or videos of the participants during training events. In order for each of the Client's employees to be able to exercise their rights of image, an individual audiovisual recording authorization will be provided to them for signing.

The images may be used directly by AGILEA in any form and for all physical and intangible media for a period of 3 years, notably, for brochures, AGILEA group websites and associated social networks, and in compliance with the laws and regulations in force.

AGILEA will exercise all usage rights concerning these audiovisual recordings, which will remain its exclusive property; under no circumstances will these rights be transferred to a third party.

AGILEA commits to not carrying out any illicit, harmful or unintended usage of these recordings.

The recording cannot result in any remuneration or recompense in any form whatsoever. This express acceptance is definitive and excludes any request for subsequent remuneration.

AGILEA also reserves the right to cite the Client among its references.

5.9. Applicable law - Jurisdiction

These terms and conditions are governed by French law. If a dispute or difference cannot be settled amicably, the *Tribunal du Commerce de Toulouse* will have sole jurisdiction to rule on the dispute.