

DEFINITIONS

“EPBS” refers to École des Ponts Business School, the commercial name of MIB Développement S.A., a public limited company registered under the number 424 247 690 with the Meaux trade and companies registry and registered as a French training institution under the number 117 533 61 775.

“Client” refers to the co-contractor of EPBS, the participant in a training program and/or the company which pays for said training.

“Training contract” refers to the private law contract signed by each of the parties involved in the training program: the EPBS, the participant in the training program and the company or organization paying for the training.

“Enrollment form” refers to the simplified training contract established between EPBS and those participants paying for their own training.

“Cross-company and individual training” refers to training programs which bring together participants hailing from several organizations or who have registered as individuals. This term is not to be confused with “company-specific training programs”, which refers to programs run at the request of a single Client or group of Clients.

“Modular programs” refers to training programs divided into several modules (or sessions) spread out over time. Degree- and Certificate-granting programs at EPBS, for example, are modular programs.

SUBJECT MATTER AND SCOPE

All subscriptions to cross-company and individual training programs imply unconditional acceptance of and complete adhesion of the Client to the present terms and conditions which overrule all of the Client's other documents, including the Client's purchasing terms and conditions.

CONTRACT DOCUMENTS

EPBS sends the Client a contract or an enrollment form, also called a “confirmation form” or “enrollment agreement”, which will serve as a simplified training contract under articles L6353-1 and L6353-2 of the French Labor Code. The Client agrees to send back, at the earliest, a copy of the document bearing the signature of the participant or company stamp, as applicable. An attestation of attendance can be sent to the Client upon request.

DÉLAIS D'INSCRIPTION

As soon as a training program has started, all new candidates may apply for the next session of training. Confirmation of enrollment to a program – guaranteeing a place in the program – is effective upon receipt of the enrollment form, duly filled out and signed.

DEFERMENT CONDITIONS

Where the number of participants in a training program is deemed insufficient for instructional reasons, EPBS reserves the right to postpone the program without further formalities or penalties, one week at the latest before the program begins. All fees having been paid in advance may then be reimbursed following a simple e-mail request, which must also include the Bank Account Details of the refundee.

If a client wishes to defer his/her enrollment, she must inform the Admissions Department in order to come to an agreement regarding the terms of the deferral. In the case of a deferral at the Client's request, all fees previously paid to EPBS will not be refunded.

WITHDRAWAL PERIOD

Beginning on the day the enrollment form is signed, the Client has 14 days to withdraw from the agreement. If she wishes to withdraw, the Client must inform the EPBS's Admissions Department by registered mail with acknowledgment of receipt. In this case, no payment will be asked of the Client.

However, were the Client to have participated in training days, their cost, calculated pro-rata of the total duration of the training program, will be owed by the Client. For the Executive Doctorate of Business Administration program, the duration of the training program used will be Year 1 of the program.

PRICES AND PAYMENTS

All our prices are indicated in euros and exonerated of VAT (article 261-4-4°-a of the French Tax Code or CGI). All potential taxes, import duties as well as banking fees incurred as a result of the payment method chosen are at the Client's expense.

During study trips, airfare, accommodation costs and meals (barring exceptions) are not included in the cost of the training program, unless otherwise specified in the enrollment form or training contract.

In the case of individuals paying for their own training, a down-payment of 30% of the total cost of the program is required upon enrollment, unless otherwise specified. The payment plan is specified upon enrollment on the enrollment form. Any delay in payment or failure to make payments makes the total amount owed due immediately and allows EPBS to suspend or terminate the contract, without prejudice to any other course of action.

In the case of delays in payment, in accordance with article L 441-6 of the commercial code, a compensation fee will be owed, calculated based on three times the legal interest rate, as well as a fixed compensation of 40 euros for debt recovery fees. These compensations must be settled as of right, upon receipt of the notice informing the Client that these compensations are due. The certificate or degree linked to the training program will be delivered only when all fees and compensations have been settled.

In the event of a modification of the modalities of payment, an amendment to the enrollment form must be signed. This document will act as a training contract. With regards to modular programs for which participants must carry out admission formalities (including submission of an application file which must be considered by a jury, and the passing of tests and interviews), non-refundable administrative fees must be paid by the applicant, referred to as application fees.

ENROLLMENT EXTENSION

For modular programs, each participant has a pre-determined time period, specified on the enrollment form, to fulfill the requirements of the program, which will allow for the issuance of the degree or certificate. Upon expiry of said time period, the participant may renew his/her enrollment for one year by paying the enrollment extension fees specified on the enrollment form. Unless specified otherwise on the enrollment form, enrollment may only be extended twice.

PAYMENT BY A THIRD-PARTY ORGANIZATION

In the case of total or partial payment of training by a French "OPCO", "OPA-CIF", or any other third-party organization, it is the Client's responsibility to file a request for funding with the third-party organization before the training starts. The funding agreement must be sent to EPBS at the time of enrollment and specified on the copy of the training contract, which the Client sends, duly filled out, to EPBS.

In the case of partial funding by the third-party organization, the remaining fees are billed directly to the Client.

If EPBS has not received the funding agreement on the first day of training, EPBS reserves the right to bill all training fees to the Client.

EARLY TERMINATION OF CONTRACT OR DROPPING OUT OF TRAINING

In case of termination of the training contract by the Client for any other reason than the cases of force majeure specified hereafter, EPBS reserves the right to bill the Client according to the following conditions:

- Termination 10 to 5 days before training starts: bill for 30% (inclusive of all taxes) of the training fees.

- Termination less than 5 days before training starts: bill for 50% (inclusive of all taxes) of the training fees.

- Termination less than 24 hours before training starts or on the first day of training: bill for 100% (inclusive of all taxes) of the training fees.

Barring cases of force majeure specified hereafter, in case of cancellation, absenteeism, or of the Client dropping out of training, EPBS will bill the Client directly for the total fees of the program as a compensation.

If the Client is unable to attend training due to cases of force majeure specified hereafter:

- Illness or accident justified with a doctor's note as justification;

- Natural disasters; fires;

- Death of partner or family member, with a justification, then the training contract is terminated if the Client wishes so. In this case, only the services having been provided are due pro-rata of their pre-determined cost, as specified on the training contract or agreement. The duration of the training period taken into account for the calculation of the refund pro-rata for the Executive Doctorate of Business Administration program (E-DBA) is Year 1.

With regards to training programs which do not lead to the delivery of a certificate or a degree, if the participant is unable to attend training, she may request in writing to be replaced by another participant, up to 48 working hours before training starts. The replacement participant must fulfill all of the admissions criteria and provide all necessary documents.

In case of absence of the participant and non-payment of the unattended days by the third-party organization, EPBS reserves the right to bill the Client directly for the days not paid for by the third-party organization. In the case of training being funded by the participant's company, were the company to go into insolvency or receivership, the participant will pay for the remaining fees owed by the client company. The Client will also be allowed to leave the training program.

MODIFICATIONS TO THE PROGRAM

In the interest of continually improving its programs or were external conditions to make this necessary, EPBS reserves the right, at any time, to change course instructors, curriculum, schedules, or bring any other modification to the program.

FORCE MAJEURE

EPBS cannot be held responsible to the Client for failing to act out its obligations as a result of a force majeure event. The following is a non-exhaustive list of cases considered force majeure or fortuitous events (in addition to those usually accepted in jurisprudence by French Courts and Tribunals):

- serious illness or accident of a consultant or speaker,

- strikes, social conflicts or social unrest internal or external to EPBS,
- natural disasters, fires,
- visas, work permits or other permits not being delivered,
- laws and regulations implemented subsequently
- interruption of telecommunications, interruption of energy distribution, interruption of communications or transport of any type,
- or any other circumstance outside the reasonable control of EPBS.

INTELLECTUAL PROPERTY

EPBS and/or its course instructors are sole proprietors of intellectual property rights to the totality of the training programs offered by EPBS to its Clients. To this end, all content and study materials, regardless of medium (paper, electronic, oral, etc.) used by EPBS in training programs, are the sole property of EPBS and/or its course instructors. For this reason, said content and materials may not be transformed, copied or otherwise used, unless specified otherwise, within or without the Client organization.

Presentation, modification, publication, transmission, complete or partial alteration, or the making of copies of the training content, including e-Learning modules, as well as databases featured on the EPBS platform, is strictly prohibited, regardless of the method or medium used. In all cases, EPBS and/or its course instructors remain the sole proprietors of their tools, methods, and know-how developed before or during the time they provided their services to the Client.

NON-SOLLICITATION OF STAFF

The Client agrees not to hire EPBS staff having participated in the fulfillment of the contract, throughout the duration of said contract and over the course of the two years following the end of contractual obligations. Were the Client to fail to do so, they would have to pay, as a penalty clause, 12 times the last salary, including employer social contributions, of the unduly hired employee.

PROCESSING OF PERSONAL DATA

The Client is informed that all data of a personal nature concerning him, which is sent to EPBS in application and in execution of the contract, is subject to automatic processing in accordance with EU regulation 2016/679 dated 27 April 2016, relative to the protection of physical persons with regards to the processing of personal data, and in accordance with the “ Informatique, fichiers et libertés” amended law n°78-17 dated 6 January 1978. The person responsible for processing data is the CEO of EPBS. Any questions regarding the processing of

data can be sent by e-mail to the EPBS Data Protection Officer (dpo@pontsbschool.com).

These data may be processed by contractual partners of EPBS for the needs of the contract.

Personal Data are hosted exclusively within the European Union or transferred outside the European Union in accordance with the guarantees provided for by the aforementioned legal texts. Data is kept for the duration of the contract and after to fulfill legal obligations.

The Client has the right to request access to personal data concerning his/her, to amend it, to erase it, and to oppose its processing. The Client may exert these rights by writing an e-mail to the EPBS Data Protection Officer (dpo@pontsbschool.com).

If the Client deems that his/her rights concerning his/her data have not been respected, the Client may also file a complaint with the French “Commission Nationale de l'Informatique et des Libertés” (CNIL).

WAIVING CLAUSES

For EPBS to not apply one of the present clauses at any time does not mean EPBS waives its right to apply these same clauses in the future.

RESPONSIBILITY

EPBS may in no case be held responsible for indirect and/or immaterial prejudice suffered by the Client (such as moral prejudice, financial or commercial prejudice, operating loss, loss of profits or revenue, shortfalls, loss of clients or data, etc..)

Barring legal dispositions stating otherwise, the responsibility of EPBS in case of material damages will not exceed the total cost (excluding tax) of training.

APPLICABLE LAW AND POTENTIAL DISPUTES

The Terms and Conditions of all relations between EPBS and its Clients depend on French law.

In case of dispute, and before a judge is charged with the case, the Client may call upon a mediator who is on the State “Commission d'évaluation et de contrôle's” list, available on the following website: www.economie.gouv.fr/mediation-conso/saisir-mEDIATEUR and where the mediators' contact details can be found.

If a dispute or conflict cannot be resolved privately, the tribunal of Meaux, France, is the only authority competent in settling the dispute.