

TERMS AND CONDITIONS – LIVE ONLINE TRAINING SESSIONS

These terms and conditions are premised on the fact that:

- a) Consepsys International SARL ("Consepsys", "Consultant", "Contractor", "Consultant Group") is in the business of providing Document Control training in the shape of face-to-face courses, live online training sessions, self-paced webinars and self-paced learning also referred to as self-paced courses, consultancy services and publications (it is to be noted that discrete items of face-to-face courses, live online training sessions, self-paced webinars and self-paced learning also referred to as self-paced courses shall also thereafter be referred to as "learning product" or "learning products"). Consepsys is also in the business of providing certification for Document Control professionals. Consepsys Limited is a subsidiary of Consepsys International SARL, and Consepsys Limited and all other current or future subsidiaries of Consepsys International SARL shall be assigned the same rights and the same obligations as those set out in this agreement, both individually and as a group. Any potential future owner of Consepsys International SARL shall be assigned the same rights and the same obligations as those set out in this agreement;
- b) Client entity ("Client", "Participant", "Course Participant", "Course Participants", "Delegate" or "Delegates" "Learner", "Learners", "Client Group", "Certification Examination Candidate", "Certification Examination Candidates", "Examination Candidate", "Examination Candidates") desires Consepsys to render such services to Client in accordance with the provision of these terms and conditions.

For the purposes of this agreement and for the sake of clarity, in this agreement:

"Shall" means that an obligation or an obligation to act is imposed, and it indicates a mandatory requirement that is binding. "Shall" also indicates the binding nature of a clause.

"Shall not" means that a prohibition or an obligation not to act is imposed, and it indicates a proscription that is binding. "Shall not" also indicates the absence of any binding requirement, obligation, responsibility or accountability.

"Will" implies a declaration of purpose, a plan or expectation of future occurrence regardless of obligation.

"Should" indicates a recommendation.

"May" indicates that something is permitted. "May" also indicates a possibility.

"Can" indicates that something is permitted, or it states a capability of a party or of an action.

"Requirement" is defined as an "expression in the content of a document conveying objectively verifiable criteria to be fulfilled and from which no deviation is permitted if compliance with the document is to be claimed".

"Recommendation" is defined as an "expression in the content of a document conveying a suggested possible choice or course of action deemed to be particularly suitable without necessarily mentioning or excluding others."

In consideration of the premises set out above and the mutual covenants and agreements set out below Client agrees as follows:

1. PURPOSE

1.1. These Terms and Conditions shall be the basic document controlling all Live Online Training Sessions course services and online certification services rendered by Consepsys to the enrolled Course Participant, for the duration of the Contract, and which shall be specifically applicable to and shall control each rendition of services requested by the Client and undertaken by Consepsys, whether or not these terms and conditions are specifically referenced. To be effective, the relevant details of each such request and undertaking shall be set out in a separate document to be agreed by the Client in the form of electronic mail, or a "Purchase Order", or a "Request for Enrolment Form", or any such document or form or request in writing which describes the services to be rendered, the location(s) at which the services shall be performed, the duration and the rates of compensation.

1.2. These terms and conditions include any electronic mail or Purchase Order or Request for Enrolment Form or form or request in writing (hereafter referred to as "Purchase Order" or "Service Order" or "Request for Enrolment Form" or "online enrolment request" or "Request for Enrolment") attached to and incorporated into this Agreement for all purposes.

2. ENROLMENT AND PAYMENT

2.1. For each training session and/or each certification examination session committed to Consepsys, Client shall issue a Purchase Order or a Request for Enrolment Form in writing, filled out by Client within the Consepsys online registration system or through any other form of electronic support or channel, and delivered by Client to Consepsys by electronic mail or by electronic means, setting out the particular requirements relating to the said training course session or to the said certification examination session.

2.2. Information provided by Client to Consepsys shall be up-to-date, accurate and specific at the time of establishment of a given Purchase Order or of the online enrolment request. Client shall be solely responsible for providing clear, unequivocal instructions regarding invoicing and transmittal of any required documentation, in addition to, but not limited to any specific mention of cost centres, budget centres, purchase order numbers or service order numbers, invoice formatting and the use of any specific delivery address or addresses for Purchase Orders and Invoices. Client shall be solely responsible for providing clear, unequivocal procurement procedures, if any such procedures are required to be applied, at the time of establishment of a given Purchase Order or of a given online enrolment request. Consepsys shall accept no responsibility and no liability incurred by the furnishing of obsolete, superseded, inaccurate and/or equivocal information, addresses, procedures and any other relevant information by Client.

2.3. Client agrees, upon signature and issuance of a Purchase Order (or by submitting a Request for Enrolment Form, filled within the Consepsys online registration system or through any other form of electronic support or channel), to accept the content of the training course, as it is outlined on the current version of the relevant course brochure, at the actual time of delivery of the course. Each course provided by Consultant is unique, and many courses provided by Consultant are complementary with each other in their content and topic coverage. Client shall be solely responsible for undertaking due diligence in the query process to identify the course that is most relevant to the training requirements of Client's Course Participant or Course Participants or Delegate or Delegates at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Client shall be solely responsible for reviewing course brochures, course catalogues, course outline information and course comparison tables to ensure that Client's Course Participant or Course Participants or Delegate or Delegates register on the course that is most relevant to the training requirements of Client's Course Participant or Course Participants or Delegate or Delegates at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Client shall be solely responsible for completing pre-requisite questionnaires made available by Consultant during the query process and during the procurement process. Client shall be solely responsible for complying with the mandatory course curriculum and the mandatory course pre-requisites set out by Consultant, at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Consultant shall not be held liable for any failure of Client to go through course information material and for any failure of Client to select the course that is most appropriate and relevant to the training requirements of Client's Course Participant or Course Participants or Delegate or Delegates at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order.

2.4. Upon receipt of a signed Purchase Order (or upon receipt of a Request for Enrolment Form, filled out by Client within the Consepsys online registration system or through any other form of electronic support or channel), and subject to the availability of the learning product or learning products on which Client wishes to register Course Participant or Course Participants or Delegate or Delegates, an electronic invoice will be sent by Consepsys to Client. Invoices shall be issued electronically only. If Client requires hard copies of purchase orders, invoices and/or statements of account, a fee covering courier and administration fees shall be charged to Client by Consepsys, for each expedition of a hard copy of a purchase order, an invoice and/or a statement of account.

2.5. Sufficient lead time is required by Consepsys for course logistics and administrative tasks. For this reason, Consepsys requires Purchase Order (or a Request for Enrolment Form, filled out by Client within the Consepsys online registration system or through any other form of electronic support or channel) and full payment of course fees to be settled 7 days after issuance of invoice, and in any case 31 (thirty one) days prior to the start of the course session or sessions on which Client wishes to register Course Participant or Course Participants or Delegate or Delegates, at the latest.

2.6. In the event of course fees or examination fees paid by Client by instalments, enrolment can only be confirmed once full payment has been received by Consepsys. Full payment of course fees shall be settled 31 (thirty one) days prior to the start of the course session or sessions on which Client wishes to register Course Participant or Course Participants or Delegate or Delegates, at the latest.

2.7. Upon receipt of full payment from Client by Consepsys, Consepsys will:

- Confirm receipt of payment by electronic mail or by electronic means;
- Send to Course Participant or Course Participants or Delegate or Delegates an electronic form for the Course Participant to fill out (Course Participant Information); the electronic form consists in a Course Participant Information form, a non-disclosure agreement and a Participant Code of Conduct that the Course Participant shall fill out and shall sign, prior to submitting it to Consepsys.

After receipt of the duly completed the Course Participant Information form and of the duly signed non-disclosure agreement and Participant Code of Conduct form, and 30 days prior to the start of the training course session at the latest, Joining Instructions will be sent to each Course Participant by email, providing login details to online learning platforms, and indicating training times and the course timetable, among other important information. It is to be noted that for requests for registration received 30 days or fewer prior to the start of the course session or sessions on which Client wishes to register Course Participant or Course Participants or Delegate or Delegates, Joining Instructions will be sent by Consepsys to Course Participant or Course Participants or Delegate or Delegates in the time that is available prior to the start of the training session.

2.8. For Live Online Training Sessions, the following is included in the price of the course: live tuition via online delivery platform, electronic course material (excluding copyrights) only for a limited period of up to 15 days after the start date of the course at the latest, hardcopy course material (excluding copyrights), free online pre-course short syllabus, Attestations of Attendance delivered in hardcopy.

2.9. Payments shall be made by Client either by direct (telegraphic) bank transfer, by credit/debit card through the Stripe payment platform, or by credit/debit card through Paypal or through a Paypal account. Instructions and bank details are provided on the issued invoice. Client shall specify one's preferred method of payment.

2.10. Unless it is otherwise specified on the Purchase Order and/or Invoice, payments shall be made by Client to Consepsys in EUR (Euro).

2.11. The attention of Client is drawn to the fact that Live Online Training Sessions are delivered online only and do not require travel from Course Participants. Therefore, Consepsys will not arrange hotel accommodation, nor visa applications for Course Participants.

2.12. For Live Online Training Sessions, the attention of Client is drawn to the fact that electronic course material will be accessible through the e-learning platform only, for a limited period of up to 15 days maximum after the start date of the course. However, a hardcopy of the course material will be delivered to the course participants prior to the start of the Live Online Training Session. The advance delivery of the hardcopy material will be feasible

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only if Client completes the registration process with sufficient lead time so as to allow Consultant to expedite the materials at a time allowing for transportation time, customs clearance if applicable, and delivery time. Course Participant shall be solely responsible for accessing the electronic course material during the time when it is made available and accessible through the e-learning platform only. No electronic copy of the course material outside of the e-learning platform shall be delivered to the course participants. Consepssys shall not be responsible nor shall Consepssys be liable for the failure of Course Participant to access, view, consult or consume the electronic course material during the time when it is made available and accessible through the e-learning platform only.

2.13. Payment of tuition fees is due by Client before the start of the course on which Client wishes to be registered. No confirmation of enrolment and no Joining Instructions will be sent to Client before receipt by Consepssys of the full payment of the requested fees.

2.14. To the extent that Client is required by the law of any country where it operates to withhold compensation due to Consepssys to satisfy any obligation of Consepssys for taxes due in such a country, Client shall give prior notice to Consepssys of Client's intention to withhold and shall notify Consepssys promptly of the amount to be withheld and Client agrees to pay on a timely basis the amounts so withheld over to the applicable taxing authority, on behalf of Consepssys, and to provide Consepssys with any tax receipts issued by the taxing authority or other reliable evidence of payment.

2.15. Pursuant to clause 2.14, Client shall gross-up the payments to Consepssys such that Consepssys will be in the same position as if the locally applied withholding tax had not been applied. In such circumstances, Consepssys will issue to Client invoices which will be grossed-up to include any locally applied withholding tax. Client agrees to pay on Consepssys's behalf any such withholding taxes assessed.

2.16. In the unlikely event that learning material is made available or tuition is delivered to Client prior to completion of payment, Consepssys reserves the right to charge late payment interests. Invoices and/or statements of account resulting from due interests will be issued electronically only, with an administration fee per issuance. Late Payment Interests will be charged at 8% plus the Banque de France official rate, and will incur an additional EUR 25 monthly administration fee for every month where a statement of account shall be issued to Client. Invoices and Statements of Accounts shall be issued electronically only. If Client requires hard copies of purchase orders, invoices and/or statements of account, a fee covering courier and administration fees shall be charged by Consepssys to Client, for each expedition of a hard copy of a purchase order, an invoice and/or a statement of account.

2.17. Consepssys accepts no responsibility and no liability for consequences related to the absenteeism or defection of a Course Participant. No fees shall be reimbursed in case of absenteeism or defection of a Course Participant.

2.18. Access to online learning platforms and electronic material provided by Consepssys is allocated personally to Course Participant. Access rights are personal and private, and Course Participant shall not share their credentials or course files with any other person nor with any other party. In case of activities on the online platform suggesting the sharing of credentials with individuals or persons or parties other than Course Participant, or third parties, Consepssys reserves the right to remove access rights from Course Participant indefinitely or permanently.

2.19. By paying an invoice issued to a specific Client, the aforementioned specific Client or the representatives or delegates of the aforementioned specific Client shall be deemed to have accepted that this agreement and Consepssys' terms and conditions apply, and that this agreement and Consepssys' terms and conditions supersede any other terms & conditions or agreement. By paying fees for any service or product provided by Consepssys and controlled by this agreement, whether it be directly online or after receipt of an invoice issued by Consepssys, Client or the representatives or delegates thereof shall be deemed to have accepted that this agreement and Consepssys' terms and conditions apply, and that this agreement and Consepssys' terms and conditions supersede any other terms & conditions or agreement.

2.20. HOSIOPOCO Policy (Halt of Service due to the Inconsistency and the Opacity of Processes of Client Organisation): Consepssys reserves the right to halt any query process, any supply chain process, any client procurement process, any delivery of yet unpaid services or any communication with any individual or organisation whose supply chain processes, procurement processes, supplier registration processes, payment processes or communication processes exhibit inconsistency, inefficiency, opacity, purposeless repetition, disproportionate bureaucracy, disruption or unreasonableness. Consepssys recognises that such issues can negatively impact its organisation and its members through excessive workloads, unbalanced resource utilisation, mental health issues, misunderstandings and compromised service quality, ultimately undermining the trust essential to any partnership. Consepssys reserves the right to suspend engagement until such an unbalanced situation is rectified.

3. TRANSFERS, SUBSTITUTIONS, CANCELLATIONS AND REFUNDS

3.1. Registration fees shall not be refundable after either or all of the following steps or events have elapsed:

- Lapse of the cut-off period for cancellation – as per clauses 3.3. and 3.4.;
- Issuance by Consepssys of Joining Instructions;
- Signature and submission by Course Participant of the Course Participant Information form and of the Participant Code of Conduct form;
- Effective delivery of hard-copy course material to Course Participant;
- Release of access to electronic course material to Course Participant;
- Release of login details for the course platform to Course Participant;
- Any activity of Course Participant on any of the course platforms.

3.2. If Client requests the transfer of a Course Participant, who is registered on a given course session, to a different session of the same course or to different course after either or all of the steps or events listed in clause 3.1. have elapsed, this request for transfer shall be equated to a cancellation, for which clause 3.4. shall apply.

3.3. If it is necessary for Client to cancel an enrolment, cancellation notice shall be given by Client to Consepssys in writing by electronic mail. If the cancellation notice is received by Consepssys 31 days or more prior to the start of the course session on which Client or Course Participant is registered, no cancellation charge will be applied by Consepssys.

3.4. If the cancellation notice is received by Consepssys 30 days or fewer prior to the start of the course session on which Client or Course Participant is registered, the cancellation charge applied by Consepssys to Client will be the full tuition fee (100%).

3.5. Substitutions of Course Participants may be possible for employees or delegates of the same Client organisation and of the same Client office location. Substitutions of Course Participants may be made without penalty only if conditions outlined in clause 3.6. are met by Client.

3.6. Client shall inform Consepssys about any substitution of Course Participant 10 days at the latest prior to the start of the course session on which Client has been confirmed to be registered by Consepssys. The hard-copy course material delivered to the original Course Participant shall be handed over by the original Course Participant to the substitute Course Participant. Consepssys shall not deliver any hard-copy course material to any substitute Course Participant after effective delivery of hard-copy course material was made to the original Course Participant.

3.7. If Client informs Consepssys about any request for substitution of Course Participant 9 days or fewer prior to the start of the course session on which Client has been confirmed to be registered by Consepssys, this request for substitution shall be equated to a cancellation, which shall result in a cancellation charge applied by Consepssys to Client equivalent to the full tuition fee (100%).

3.8. Transfer of a Course Participant to a different session of the same course or to different course may be undertaken by Consepssys free of charge before any of the steps or events listed in clause 3.1. have elapsed. Client shall request such a transfer in writing to Consepssys by electronic mail.

3.9. Consepssys reserves the right to postpone a training session for force majeure reasons, or if the number of Course Participants is insufficient.

3.10. If Consepssys cancels a course session, enrolled Course Participants will be given the opportunity to transfer to another course session, to be allocated credit through a voucher that can be used to fund the purchase of other Consepssys courses, products or services, or to receive a full refund.

3.11. Consepssys reserves the right to postpone the issuance of Joining Instructions in case force majeure.

4. ATTESTATIONS, CERTIFICATES AND CERTIFICATION EXAMINATION SESSIONS

4.1. For course sessions which include a subsequent Certification Examination session, Client shall note the following:

(a) Certification Examination sessions shall systematically and solely be run by Consepssys and taken by Course Participants through the Consepssys online certification examination environment only, which ensures the validity and integrity of the online examination. The Consepssys Certification Examination fee includes: certification examination via Consepssys's online examination platforms (for certified courses only), examination grading by Consepssys and communication about certification examination results to Certification Examination Candidate; only if a pass mark is obtained by Certification Examination Candidate, Examination Pass Certificate delivered in hardcopy only to certification Examination Candidate by Consepssys.

(b) Each Course Participant who takes a Certification Examination shall do so on an individual basis. Consepssys will verify the identity of examination candidates.

(c) As with any examination, participants may pass or may fail.

(d) Examination Pass Certificates issued by Consepssys are reputed to require a high level of performance in the undertaking of Certification Examination sessions, which guarantees their value and their quality.

(e) Preparation for a Certification Examination session must be conducted by the Certification Examination Candidate during the time period available prior to the date and the time specified by Consepssys for the Certification Examination Candidate's examination session. The nature, the duration, the timing and the degree of preparation for the certification examination by the Certification Examination Candidate is the sole responsibility of the Certification Examination Candidate.

(f) Consepssys reserves the right to award a fail grade to a Certification Examination Candidate or to deny the award of a certificate to a Certification Examination Candidate who is suspected and proven guilty of acting fraudulently in the pursuit of a pass grade, as per Consepssys policy 00-IM-N-001602-CSL-LEG-TNC-100316 'Consepssys Certification Examination – Examination, Non-Disclosure and Candidate Conduct Agreement'.

(g) A separate and specific fee shall be paid by Client to take a certification examination, for each examination session that Client takes.

4.2. An Attestation of Attendance is issued by Consepssys to each Course Participant who satisfactorily completes a course which Course Participant attended, after completion of the course. The Attestation of Attendance is issued by Consepssys to Course Participant in the weeks following the course session that Course Participant attended, via postal mail.

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4.3. An Examination Pass Certificate is awarded by Consepssys to each Certification Examination Candidate who successfully passes a session of a Consepssys Certification Examination. In order to pass a Consepssys Certification Examination, a Certification Examination Candidate shall have to achieve a pre-determined minimum score, which gives rise to a pass grade. In no circumstance shall the course fee or the examination fee include the automatic or systematic award by Consepssys of an Examination Pass Certificate to Certification Examination Candidates. The Examination Pass Certificate is issued by Consepssys to Certification Examination Candidate in the weeks following the examination session, via postal mail.

4.4. The issuance of an Attestation of Attendance by Consepssys to Course Participant is conditional on the attendance by Course Participant of all daily sessions of a course on which Course Participant is registered, on due diligence by Course Participant in the completion of all tutorials, workshops and tests, and after the signature by Course Participant of all daily attendance sheets of the course issued for signature by Consepssys.

4.5. The issuance of attestations and certificates by Consepssys to Client shall be conducted only after settlement of all outstanding invoices issued by Consepssys to Client.

4.6. By default, if Client or Client organisation does not request the examination results of a delegate for whom Client organisation paid for a certification examination session, examination results shall be delivered only to individuals, delegated by Client, who sat an examination session.

4.7. By taking a Consepssys Certification Examination, Client accepts:

- (a) The content and the composition of the Consepssys examination paper and of its questions.
- (b) The rules and the principles pertaining to the Consepssys examination, including the criteria for obtaining a pass mark.
- (c) That, by default and as a general rule, Client shall take the examination online only, through the Consepssys online certification examination environment.
- (d) The environment set out, provided or required by Consepssys for the examination taken by Client.
- (e) The outcome of the grading by Consepssys of the examination paper submitted by Client, including the score obtained by Client at the examination.
- (f) That, following the delivery of the examination result and of the examination outcome by Consepssys to Client:
 - o The content and the wording of examination questions taken by Client shall never be shared by Consepssys with Client nor disclosed by Consepssys to Client, for reasons pertaining to the confidentiality of the content of the examination, the integrity of the examination and the certification process, and the fairness thereof.
 - o The correct answers to the examination questions taken by Client shall never be shared by Consepssys with Client nor disclosed by Consepssys to Client, for reasons pertaining to the confidentiality of the content of the examination, the integrity of the examination and the certification process, and the fairness thereof.
 - o The examination paper of the Client or of the Participant and the content thereof shall never be shared by Consepssys with Client nor disclosed by Consepssys to Client, for reasons pertaining to the confidentiality of the content of the examination, the integrity of the examination and the certification process, and the fairness thereof.

4.8. By attending a Consepssys Course and/or by taking a Consepssys Certification Examination, an individual or individuals who have attended a Consepssys course and/or individuals who have taken a Consepssys Certification Examination give Consepssys the authorisation to disclose the status of their certification - that is, for explicitness:

- to disclose whether the individual or individuals have obtained a pass mark at a certification examination or not – to any current employer of the said individual or individuals, to any prospective employer of the said individual or individuals and/or to any other party which requests the verification of the status of the certification of the said individual or individuals.
- to disclose whether the certification of the individual or individuals is still valid, or whether it has expired.

Consepssys commits to requesting the consent of an individual or individuals upon each request for disclosure of the status of their certification from any current employer of the said individual or individuals, from any prospective employer of the said individual or individuals and/or from any other party which requests the verification of the status of the certification of the said individual or individuals.

5. INSURANCE

5.1. Client shall take out and maintain at its own expense the insurance policies effective as of the date of this agreement to cover the risks and liabilities remaining in its charge pursuant to this Agreement and Client shall cause its insurers to waive any right of recourse or subrogation against Consultant.

5.2. All insurance policies required of the Client under this Contract shall contain endorsements that underwriters will have no rights of recovery or subrogation against the Consultant, its subsidiaries or affiliated companies, or co-venturers or their agents, directors, officers, employees and insurers. The intention of the parties is that the required insurance shall protect all such parties and be primarily liable for any and all losses covered by the described insurance to the extent that such liabilities have been assumed by Client under this Contract.

5.3. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Contract, or failure to secure endorsements on the policies as may be necessary to carry out the provisions of this Contract, shall in no way act to relieve Client from the obligations of this Contract. In the event that liability for any loss or damage is denied by the underwriter or underwriters, in all or in part, because of breach of insurance policies by Client, or for any other reason, or if Client fails to maintain any of the required insurance, Client shall defend Consultant, its subsidiary and affiliated companies, their agents, employees, directors, officers and insurers against all claims, demands and causes of action of every kind and character, and shall indemnify such parties against any and all costs, expenses (including attorney's fees and other investigation and litigation expenses) and liabilities which would otherwise be covered by insurance.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. To the maximum extent permitted by applicable law, neither Consepssys, its suppliers, partners, affiliates or third-party service providers shall be liable to Client or any third party for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or any other form of damages in any manner arising out of or in connection with this Agreement, regardless of the form of action or the basis of the claim or whether or not Consepssys has been advised of the possibility of such damages.

6.2. Client shall defend, indemnify and hold Consultant Group harmless from and against all claims, liabilities, damages and expenses (including reasonable attorney's fees), irrespective of insurance coverages, for the following, when arising out of or incidental to this Contract:

- i. all injuries to, death or illnesses of persons in Client Group, and
- ii. all damages to or losses to Client Group's property,

whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, joint, active or passive, of Consultant Group;
- iii. all injuries to, deaths or illnesses of third parties, and
- iv. all damages to or losses to third parties' property,

when caused by or resulting from the negligence or fault of Client Group, provided that in the event of joint or concurrent negligence or fault of Client Group and Consultant Group, Client's indemnification obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence or fault;

it being the intention that the indemnities provided for in this section are to apply without regard to any conflicting rules of liability under applicable law or regulation and shall include indemnification for any and all claims in which recovery, indemnification or contribution is sought directly or indirectly by any person or entity against Consultant Group whether predicated on negligence, strict liability, statutory duty or contractual indemnity.

6.3. Client shall indemnify Consultant for any and all costs, expenses (including reasonable attorney's fees and other investigation and litigation expenses) and liabilities incurred by Consultant incident to Client's breach of any of its obligations under this Contract.

6.4. Client, as the case may be, shall promptly give to the other party notice in writing of any claim made or proceedings commenced for which Client claims to be entitled to indemnification under this Contract and shall confer with the other party concerning the defense of any such claim or proceedings, shall permit such other party to be represented by counsel in defense thereof and shall not effect settlement of or compromise any such claim or proceedings without the other party's prior written consent.

6.5. Consultant shall not be liable for damage or loss of any personal belongings, merchandise or articles left on training premises prior to, during or following any event. Course Participants shall keep their personal belongings, merchandise or articles safe at all times and shall solely be responsible for the loss or damage thereof.

6.6. Consepssys accepts no responsibility and no liability for any claims value greater than that of the relevant course tuition fee.

7. INTELLECTUAL PROPERTY

7.1. All pieces of electronic learning material and their contents, all physical print-outs and videos of course material and their contents, relating to training courses developed by and delivered by Consepssys, whether fully or partially completed shall be the sole property of Consepssys and the copyright for the same shall be vested in Consepssys. All rights reserved, including all copyrights and all other intellectual property rights in the contents hereof.

7.2. All pieces of electronic learning material and their contents, all physical print-outs and videos of course material and their contents, relating to training courses developed by and delivered by Consepssys, whether fully or partially completed are not to be copied, reproduced, printed, published, posted, filmed, screen-captured, displayed, incorporated, stored in or scanned into a retrieval system or database, transmitted, broadcast, bartered or sold, in whole or in part without the prior express written permission of the sole author, who is, Consepssys. Unauthorised duplication is strictly prohibited and is an infringement of National and International Copyright laws.

7.3. The terms of the Agreement pertaining to Intellectual Property rights shall survive the expiration or any termination of this Agreement.

8. CONVENANT NOT TO COMPETE

8.1. In consideration of the provisions of this Agreement, Client shall not, for a period of five (5) years immediately following the issuance of the latest Purchase Order (or Request for Enrolment Form, filled within the Consepssys online registration system):

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- a) Compete with Consultant or its Successors or its Assigns. The term "not to compete" shall mean that the undersigned Client shall not directly or indirectly compete with Consultant by serving as an officer, owner, partner, director, agent, employee or consultant to any firm or entity substantially engaged in a business similar or competitive to the business of Consultant anywhere in the World.
- b) Directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, own, manage, operate, participate in, consult with or work for any business which is engaged in the Business anywhere in the World.
- c) Either alone or in conjunction with any other person, partnership or business, directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, call upon any of the customers of Consultant or its affiliates or successors.

8.2. The terms, conditions, and covenants hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. DISCLOSURE OF COMMERCIAL RELATIONSHIP

9.1. This section 9 shall apply to all Clients of Consepsys which are not individuals, such as, but not limited to organisations, agencies, corporations, limited companies, businesses, trademarks and collectives, herein described generically as "Client Organisation", and which sponsor the training of their employees, representatives, agents and members by direct payment to Consepsys, without the use of any intermediary individual nor organisation.

9.2. By signing and issuing a Consepsys Purchase Order, and/or by submitting a Consepsys Request for Enrolment Form and/or by attending any course session delivered by Consepsys, Client Organisation agrees to allow Consepsys to disclose the existence of a commercial relationship between Client Organisation and Consepsys, unless Client Organisation explicitly specifies in writing its opposition to the disclosure of said commercial relationship.

9.3. By signing and issuing a Consepsys Purchase Order, and/or by submitting a Consepsys Request for Enrolment Form and/or by attending any course session delivered by Consepsys, Client Organisation authorises Consepsys to display the name and/or the logo of Client Organisation on publicly displayed lists of Clients, on Consepsys website pages, on Consepsys social media, on Consepsys marketing material, on Consepsys commercial material and on Consepsys training material.

9.4. For the purpose of this section 9, the clauses of section 9 shall apply in all instances whereby any employees, representatives, agents and members of the Client Organisation have signed a Consepsys Purchase Order, and/or have submitted a Consepsys Request for Enrolment Form and/or have attended any course session delivered by Consepsys after Client Organisation has made direct payment to Consepsys, without the use of any intermediary individual nor organisation.

10. PRIVACY OF COURSE PARTICIPANT

10.1. Consepsys's Privacy Policy 00-GV-N-001601-CSL-CPM-POL-100033 shall form part of this agreement.

10.2. The learning delivery platform used by Consepsys records Live Online Training Sessions, including videos and voice recordings of the Consepsys course facilitator, and including videos and voice recordings of Course Participants. These recordings are used for quality management and continuous improvement purposes, and they are archived only until quality improvement opportunities have been identified and logged in the Consepsys Continuous Improvement tools.

10.3. Consepsys's Privacy Policy 00-GV-N-001601-CSL-CPM-POL-100033 describes in detail the legal basis for the recording Live Online Training Sessions and the uses that Consepsys makes of the recordings.

10.4. By attending a Consepsys Live Online Training Session, Client and Course Participants shall be deemed to have agreed to be the subject of video and voice recordings, as described in clause 10.2. and for the purposes described in clauses 10.2. and 10.3..

10.5. Client and Course Participant shall agree that, due to the privacy rights of other Course Participants attending the same Live Online Training Session as that attended by Course Participant, and due to the privacy rights of the Consepsys course facilitator who delivered, has delivered or will deliver the course that Course Participant attended, has attended or will attend, Consepsys will in no circumstance whatsoever disclose, divulge, share, publish, post, display, transmit, broadcast or give access to or make available the recording Live Online Training Sessions to any other party whomsoever than the authorised Consepsys personnel, the designated of whom shall be and shall remain entirely at the discretion of Consepsys.

10.6. The terms of the Agreement pertaining to Privacy Policy shall survive the expiration or any termination of this Agreement.

11. CONFIDENTIALITY OF DISCOUNTED FEES

11.1. Any discounted fees proposed by Consepsys to Client shall not to be disclosed, directly or indirectly, to any third party.

12. DURATION

12.1. This Agreement shall become effective as of the date of receipt by Consepsys of a Request for Enrolment (filled out by Client within the Consepsys online registration system or through any other form of electronic support or channel) or as the date of receipt by Consepsys of a Purchase Order emitted to Consepsys by Client, whichever comes first, and shall continue in effect thereafter unless either party terminates this Contract prior to the start of the training course session. Neither party shall, by the termination of this Contract, be relieved of its respective obligations and liabilities arising from or incident to services already performed or services already undertaken under Purchase Order(s) (or Request for Enrolment filled out by Client within the Consepsys online registration system or through any other form of electronic support or channel) entered into pursuant to this Contract.

12.2. If a condition of "force majeure" is declared by Consepsys, then Consepsys may cancel the rendition of services pursuant to the affected Purchase Order (or the Request for Enrolment filled out by Client within the Consepsys online registration system), but not necessarily terminate this Contract, by written notice as defined in this Agreement.

12.3. All rights, obligations and interests arising from this agreement may be assigned or transferred, in whole or in part, to any entity which acquires, merges with, or otherwise legally and legitimately succeeds to the business of Consepsys with the Consent of Consepsys, or which becomes part of Consepsys Worldwide JV, whether these rights, obligations and interests are assigned or transferred upon the acceptance of these terms by Client or after the acceptance of these terms by Client, such assignment or transfer shall not require prior approval from Client, and the assignee or transferee shall assume all rights and obligations under this contract as if it were an original party hereto. Client agrees that it shall not unreasonably withhold, condition, or delay recognition of such assignment or transfer and shall continue to perform its obligations under this contract in good faith with the entity to which rights, obligations and interests arising from this agreement have been assigned or transferred.

13. SURVIVAL OF TERMS

13.1. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

14. FORCE MAJEURE

14.1. Consepsys shall not be liable to Client for failure to perform any of its obligations under this Contract and/or any Purchase Order and/or any online request for enrolment entered into pursuant thereto, when performance is hindered or prevented due to force majeure. For the purposes of this Contract, "force majeure" shall mean causes which are unpredictable, irresistible, and beyond the reasonable control of Consepsys which could not have been avoided or prevented by reasonable foresight, planning and implementation. Such causes shall include acts of God, war (declared or undeclared), insurrections, hostilities, strikes (other than strikes by such party's employees, which strikes shall be deemed not to be a force majeure event), lockouts (other than lockouts by such party of its employees which lockouts shall be deemed not to be a force majeure event), pandemics, riots, fire, storm, and interference or hindrance of governmental authority.

14.2. In the event whereby Client would be unable, in whole or in part, to carry out his obligations under this Agreement and/or any Purchase Order entered into pursuant thereto, Client shall promptly give written notice to that effect to Consepsys stating in reasonable detail the circumstances underlying such force majeure.

14.3. If Client claims force majeure, Client shall diligently use all reasonable efforts to remove the cause of such force majeure, shall promptly give written notice to Consepsys of the termination of such force majeure, and shall resume performance of any suspended obligations as soon as reasonably possible after termination of such force majeure.

15. GOVERNING LAW AND SUBMISSION TO JURISDICTION

15.1. This Contract shall be governed by and construed in all respects in accordance with French law. Any disputes arising out of this Agreement shall, in the first instance, seek to be resolved by the Parties through an appropriate internal consultation process. In the event, however, that any dispute cannot be resolved through consultation within 60 (sixty) days after one Party gives notice to the other of the dispute, unless otherwise agreed in writing, such dispute shall be submitted for resolution by arbitration in the Chambre Arbitrable Internationale de Paris (CAIP, the Paris Court of International Arbitration). Client agrees to submit to the exclusive jurisdiction of the French Courts as regards any claim or matter arising in relation to this Contract.

15.2. If, for any legal reason, French law cannot be applied pursuant to this agreement and the Chambre Arbitrable Internationale de Paris (CAIP, the Paris Court of International Arbitration) does not have jurisdiction to resolve a dispute between Client and Consepsys, any dispute between Client and Consepsys arising out of or relating to the application of this agreement shall be submitted for resolution by arbitration in the Court of Justice of the European Union.

16. WAIVER OF CONTRACTUAL RIGHT

16.1. The failure of Consepsys to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Consepsys's right to subsequently enforce and compel strict compliance with every provision of this Agreement.