

**GENERAL CONDITIONS OF SERVICE
EXECUTIVE EDUCATION**

Activity registered with the Prefect of the Ile-de-France Region under the n° 11755600175

<p>1. PURPOSE AND CONTRACTUAL SCOPE</p> <p>1.1. The purpose of the present General Conditions of Service (GCS) is to set the conditions under which ESCP Europe undertakes to provide in-service professional training.</p> <p>1.2. These conditions apply irrespective of the provisions that appear in the client's documents and particularly in its General Purchasing Conditions.</p> <p>1.3. For certain courses, Special Conditions of Service replace or complement the present GCS. Special Conditions of Service may feature after the present GCS or on the quote or the order form or be sent to the client with one of these documents. In the event of contradiction between the Special Conditions of Service and the present GCS, the provisions of the Special Conditions of Service shall prevail.</p> <p>1.4. In the event that any of the provisions of the present GCS are declared null and void or to deemed unwritten, all the other provisions will remain in force and will be interpreted in such a way as to respect the original intention of the parties.</p> <p>1.5. ESCP Europe may modify the present GCS at any time. The applicable GCS are those that have been sent to the client and accepted by him.</p> <p>2. DEFINITIONS</p> <ul style="list-style-type: none"> - Inter-company course: course whose content is described in the brochure, the course catalogue or on the site http://www.escpeurope.eu/, dispensed on our premises or on those of our partners; - Qualifying Courses (career change for adults): course leading to a qualification whether or not it includes internships in companies; - Intra-company course: custom-made course for a client and delivered at the client's site or at other premises; - Client: legal entity or natural person who purchases a service; - Trainee: natural person who benefits from a training course. <p>3. ACCEPTANCE OF ENROLMENT</p> <p>3.1. For legal entities: enrolment is validated on receipt of the deposit if applicable (amount indicated on the training agreement or on the order form as constituting a training agreement) and on receipt of the training agreement or order form as constituting a training agreement, signed and stamped by the company.</p> <p>3.2. For natural persons: enrolment is validated on receipt of the signed training contract and a deposit of 30% of the price of the course. Payment of this deposit cannot be required before expiry of the 10-day cooling-off period which begins on the date of signature of the contract.</p> <p>3.3. For qualifying courses: registration is moreover subject to the admission decision made by the selection panel or other decision-making body.</p> <p>4. LIABILITY</p> <p>4.1. Any enrolment on a course implies observance by the trainee of the Institution Rules applicable to the relevant premises, which will be made available to him.</p> <p>4.2. ESCP Europe cannot be held responsible for any loss or damage to objects or personal effects brought onto the premises by trainees.</p> <p>4.3. It is the responsibility of the client and/or the trainee to check that their personal and/or professional insurance covers them during the course.</p> <p>5. PRICE – INVOICING AND PAYMENT PROCEDURES</p> <p>5.1. Prices are indicated on the order form and/or the training agreement and/or contract. They are net of tax since ESCP Europe is not subject to VAT in application of Article 261 paragraph 4-4 of the French General Tax Code.</p> <p>5.2. Invoicing and payment procedures are set out on the order form and/or training agreement and/or contract.</p> <p>6. FINANCING BY A THIRD-PARTY FUNDING AGENCY</p> <p>6.1. When a course is financed by a third-party funding agency, it is the client/trainee's responsibility to:</p> <ul style="list-style-type: none"> - request the financing before the start of the course and ensure that the request has been accepted and that the agency has paid the sums required; - to indicate explicitly on the order form and/or training agreement and/or contract which third-party agency should be invoiced, giving its exact name and address. <p>6.2. If the financing agreement from the third-party agency has not reached ESCP Europe on the first day of the course, the entire cost of the course will be invoiced to the client. If the course is partly financed by a third-party agency, the balance will be invoiced to the client.</p> <p>6.3. In the event that the third-party agency refuses to pay the sums to which it had originally agreed as a result of absences, withdrawal</p>	<p>or any other reason whatsoever, the client shall bear the entire cost of the course, which will be invoiced to it.</p> <p>7. PENALTIES FOR LATE PAYMENT AND SANCTIONS IN CASE OF FAILURE TO PAY</p> <p>7.1. Penalties for late payment are due from the day following the due date without the need for any reminders. The amount of such penalties will be three times the legal interest rate on the date on which the contract is executed.</p> <p>7.2. For clients that are legal entities: In accordance with Article L. 441-6 of the French Commercial Code, if the invoice is not paid within the timeframe previously fixed, any delay in payment will lead to the requirement to pay late payment penalties at a rate equal to 10 points above the legal interest rate and a minimum standard payment of 40 (forty) euros for recovery costs, automatically due without the need for any reminder.</p> <p>7.3. In the event of failure to make full payment of an invoice that is due, after formal notice has remained without effect for five calendar days, ESCP Europe reserves the right to suspend any ongoing courses and/or to terminate the contract.</p> <p>8. CONVENING AND CERTIFICATE OF PRESENCE</p> <p>8.1. A letter will be sent to the client indicating the exact location and time of the course. ESCP Europe cannot be held responsible for the non-receipt of this letter by its intended recipient, particularly in the event of the absence of the trainee at the course.</p> <p>8.2. An attendance certificate, drawn up in accordance with the presence sheets, will be sent to the client and/or the trainee after each course.</p> <p>9. REFUSAL OF AN ORDER</p> <p>In the event that a client orders a course while having failed to pay for previous courses, ESCP Europe will be within its rights to refuse to accept the order or to deliver the course in question, without the client being able to claim any indemnification for any reason whatsoever.</p> <p>10. CANCELLATION – POSTPONEMENT – EARLY TERMINATION – ABSENCES</p> <p>Any cancellation request must be made in writing (e-mail, letter).</p> <p>10.1. By a client who is a legal entity:</p> <ul style="list-style-type: none"> - In the case where the cancellation request is received by ESCP Europe between 30 and 15 calendar days before the start of the course, ESCP Europe will keep the deposit (or invoices the deposit if the deposit has not been paid). - In the case where the request is received between 14 and one calendar days before the start of the course, ESCP Europe will keep the deposit (or invoice the deposit if the deposit has not been paid) and will invoice 50% of the total cost of the course by way of indemnification, having deducted any sums already invoiced and/or paid where applicable. - Any cancellation on the date on which the course begins or in the event of failure on the part of the trainee to attend will lead to the invoicing of the entire cost of the course by way of indemnification, having deducted any sums already invoiced and/or paid where applicable. - Once the course has begun, any cancellation or interruption will lead to the invoicing of the entire cost of the course, having deducted any sums already invoiced and/or paid where applicable. - Sums payable by the client by way of indemnification are described as such on the invoice. They may in no circumstances be claimed against the contribution to the development of in-service training. <p>10.2. By a client who is a natural person:</p> <ul style="list-style-type: none"> - When the cancellation request is received by ESCP Europe after the expiry of the cooling-off period and before the start of the course, ESCP Europe will retain the deposit (or invoice the deposit if it has not been paid) where applicable, except in a case of force majeure. - Once the course has begun, when, as a result of a recognised case of force majeure (an unpredictable and unavoidable event outside the control of the person) the client as a natural person finds it impossible to continue the course, the contract is terminated and the training actually delivered is invoiced proportionally to the value stipulated in the contract, having deducted any sums already invoiced and/or paid. In the absence of force majeure, once the course has begun, any cancellation, abandonment or interruption will lead to the invoicing of the total cost of the course, having deducted any sums already invoiced and/or paid. - Any sums payable by the client by way of indemnification are mentioned as such on the invoice.
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10.3. By ESCP Europe

- ESCP Europe reserves the right to cancel or postpone a training session if the minimum number of participants is not reached.
- In the event of cancellation by ESCP Europe, any sum paid will be reimbursed to the client.
- In the event of postponement, ESCP Europe will propose new dates: if the client accepts them, any sums already paid are applied to the cost of the new training session; if the client refuses the date; such sums are reimbursed to him.
- In the event of early termination of the course by the establishment for a reason outside its control, the contract is terminated and the training already carried out is invoiced proportionally to the value stipulated in the contract, having deducted any sums already invoiced and/or paid.
- In any event, the cancellation or postponement of a training course will not lead to the payment of damages for any reason whatsoever.

11. INTELLECTUAL PROPERTY

In order to ensure that intellectual property rights are respected, the client and/or the trainee may not use, represent, reproduce totally or partially, translate, transform and, more generally employ in any form or disseminate to members of its personnel who are not participating in the course or to third parties, course content or training aids in whatever media (paper, digital...) used as part of the course without the express authorisation of ESCP Europe. Any violation of this prohibition may lead to civil or criminal proceedings under the provisions of the French intellectual property code.

12. NONDISCLOSURE

ESCP Europe, the client and the trainee reciprocally undertake to maintain the confidentiality of information and documents, whatever their form or nature (financial, technical, commercial, etc.), to which they may have access during the training course or during discussions that may have taken place before signing the contract.

13. DATA PROTECTION

In order to enable ESCP Europe to manage the various aspects of training and to respect its contractual obligations, the trainee authorises ESCP Europe to use his/her data for all the procedures related to his/her training, in particular:

- the transmission of his/her data to the various ESCP Europe campuses and partners (EU and non-EU) where he/she may study;
- if applicable, in the event of a scholarship application, to the institutions awarding the scholarships;
- for all matters directly or indirectly related to his or her status as a trainee, in particular, and without this list being exhaustive:

- * information on events and actions of the ESCP Europe Community,
- * the transmission of his/her data to subcontractors in charge of the various aspects of his/her training (timetable, grading, diploma).

It is specified that such data, necessary for the training, must be conserved. If the trainee exercises his right to delete data relating to him before the end of the course, he will be alerted by ESCP Europe services and if he confirms his wish to carry out such deletion he will be considered to have purely and simply given up the course.

It is specified that data necessary for the financing of the training must be conserved. If the trainee or the Payer exercises his right to delete data relating to him/her before the end of his/her training or before the end of the financing of his/her training, the trainee or the Payer will be alerted by ESCP Europe services. If he/she confirms his/her wish to carry out such deletion, all sums still due shall become immediately due and payable, despite any instalment payment agreement. In the event of non-payment the schooling of the training will be suspended.

These data also enable ESCP Europe to better know its clients and to send them targeted information and offers.

* If the client so wishes, his/her contact details (telephone, e-mail) may be communicated to third parties so that they can communicate information about their products and services by these means. The client must agree expressly.

In particular, by ticking the relevant boxes at the end of the contract or agreement, the client accepts that:

- ESCP Europe may send the client information about its products and services by letter, e-mail or SMS;
- ESCP Europe may transfer data collected concerning the client to third-party companies in order to better know the client or send him/her commercial information;
- ESCP Europe may transfer data concerning diplomas and/or certifications that the client has obtained to companies responsible for disseminating this type of information or to other educational institutions or companies interested in the client's experience.

To give his/her agreement, the client must tick the relevant boxes at the end of the contract or agreement.

Certain data relating to the client will also be conserved by ESCP Europe for the periods required by law in order to meet its legal obligations.

In any event, the data may be conserved and used, for an unlimited period, for statistical or scientific or historical research purposes, as long as they are rendered anonymous and respect the legal framework.

The client is hereby informed and accepts that, for a period of five years after he/she has obtained his/her diploma, ESCP Europe may communicate his name and e-mail address to organisations, reviews and journals that publish rankings.

As part of this communication, these organisations, reviews and journals may contact the client directly, of which he is hereby informed.

Finally, ESCP Europe wishes to make it clear that some of its partners are outside the European Union. ESCP Europe has taken all necessary measures to ensure that this transfer of data is carried out legally.

In accordance with the data protection law dated 6 January 1978 recently amended, the client has the right to access, modify, oppose and delete personal data relating to him/her by writing to the following addresses:

- either by letter to "DATA PROTECTION OFFICER – ESCP Europe", 3, rue Armand Moisant, 75015 Paris;
- or by e-mail: dataprotection@escpeurope.eu

The request must be accompanied by a photocopy of proof of identity signed by the applicant and must state to what address the response should be sent. A response will be sent within two months of receipt of the request.

As part of its activities, ESCP Europe may produce or have produced photographs or videos of its establishments and its clients.

Such photographs or videos may show a group of clients or individuals. They may be produced during activities involving clients or, when they show the client individually, be produced at the request of ESCP Europe or for a particular event.

By signing the present GCS, the client authorises ESCP Europe to use his/her name, first name and his/her image (photograph or video), to capture them using any means at its disposal and to broadcast them at any event or for any internal or external ESCP Europe publicity, promotional or communication activity in mainland France and Europe, without providing the client with any payment, right or advantage whatsoever. For example, such processes could involve the broadcasting of a video on the ESCP Europe screens, the use of a photograph in a brochure, etc.

The client also agrees that ESCP Europe may communicate any image or video to any third party of its choice to allow the broadcasting of the said image or video or to represent ESCP Europe.

This right to the image or the publication or broadcast of the image of the client, as well as the captions or commentaries accompanying the said publication or broadcast may in no way detract from the dignity, private life or reputation of the client.

The client may change his/her mind about this authorisation at any time. To do so he must inform ESCP Europe by letter sent to the following address: ESCP Europe – Direction Communication – 79, avenue de la République, 75011 Paris.

Any such request will become effective 15 days after it has been received.

However, it is expressly specified that if a representation of the client's image is found on communication material that would be difficult to withdraw or whose withdrawal would cause financial prejudice or prejudice to the image of ESCP Europe, the latter may continue to use such material until publication of new versions that no longer contain the images whose withdrawal the client has requested, which the client accepts.

ESCP Europe draws the client's attention to the fact that the withdrawal of the authorisation to use an image or the refusal of such authorisation to use an image will either lead to the client being excluded when images are produced or to his face being masked or blurred.

14. APPLICABLE LAW – COMPETENT COURT

Any disputes relating to the sale of goods or services by ESCP Europe as well as the application or interpretation of the present General Conditions are governed by French law. Any dispute relating to training contracts or agreements will first be discussed in order to reach an out-of-court agreement. Failure to reach such an agreement will lead to the party that initiated the dispute bringing it before the competent court.

For natural persons:

Natural persons are informed that they can use a conventional mediation procedure and that they can refer any dispute with ESCP Europe to the Paris Academic Mediator. The Paris Academic Mediator may be contacted as follows:

- by letter: Médiateurs Académiques - Académie de Paris, 47, rue des écoles 75005 Paris;
- by electronic means: either https://www.ac-paris.fr/portail/jcms/p2_1227766/saisine-par-voie-electronique, or mediateur.acad@ac-paris.fr

DATE, SIGNATURE AND COMPANY STAMP