

Terms and Conditions for Training

1. Scope of Contract

- 1.1 Vector shall perform workshops and seminars (hereinafter referred to as the “**training**”) at Vector’s or at the customer’s place of business.
- 1.2 If so requested by the customer, Vector shall perform customer specific training.
- 1.3 Details of the training (whether general or specific) shall be agreed on separately in a Vocational Training Agreement to which the following Terms and Conditions shall be attached.

2. Enrollment / Fees

- 2.1 The customer shall enroll in writing either by facsimile, e-mail or via the Internet. Vector shall confirm the enrollment in writing.
- 2.2 Unless otherwise agreed, all specified prices shall be per participant. V.A.T. – if applicable – shall be added to all prices. Fees shall be due without deductions on the date of the training, or within 30 days of the confirmation of enrollment by Vector, respectively. In case the customer has not paid the fee in time, Vector may exclude the participant from the training, or cancel the customer specific training, respectively. Furthermore, in case these payment terms are not respected (and without any need to issue a reminder or a registered mail to the customer), Vector shall be entitled to apply an interest rate of 3 (three) times the French legal interest, calculated per day of delay as from the due date of the invoice until the date of effective payment. Pursuant to French Decree No 2012-1115 of 2 October 2012, a fixed indemnity for recovery costs of €40 will be due automatically, in addition to penalties for late payment.
- 2.3 In the event that the customer requests its “competence operator” (“opérateur de compétence”, as referred to by Law n° 2018-771 dated September 5th 2018) or “OPCA” (hereinafter together the “Competence Operator”) to cover the cost of the training, the customer undertakes to request from said Competence Operator that payment be made directly to VECTOR by means of a delegation of payment. The Competence Operator’s agreement to cover the costs of the training must be sent to VECTOR at least 8 (eight) days prior to the start date of the training.

3. Cancellation

- 3.1 The customer may cancel an enrollment no later than 14 days before the training. In case the customer cancels an enrollment later, Vector may charge 50 % of the participant fee plus V.A.T. In case the customer cancels one (1) workday before the training, Vector may charge the full fee, unless the customer provides another participant as substitute.
- 3.2 In case of customer specific training the customer may cancel the order no later than one (1) month before the training. In case the customer cancels an enrollment later, Vector may charge 50 % of the fee plus V.A.T., unless the parties postpone the training in harmony. In case the customer cancels three (3) workdays before the training, Vector may charge the full fee plus V.A.T., unless the parties agree to postpone the training. Vector shall not unjustly refuse a postponement.
- 3.3 Vector reserves the right to cancel a training, in case the required number of participants is not reached or in case organizational or technical reasons make the cancellation necessary, in particular if the trainer is in ill health.
- 3.4 Vector reserves the right to substitute the trainer. In the event of substitution, the customer may not rescind the contract nor reduce the fees.

4. Intellectual and/or Proprietary Rights

- 4.1 Vector reserves any rights on any documents of Vector which Vector hands over in connection with the training.
- 4.2 The customer shall not copy the documents or modify and/or enhance them and provide them to a third party.

5. Vector's Liability

- 5.1 Vector – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only if Vector breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event Vector's liability shall be restricted to the amount Vector invoiced and collected pursuant to this contract.
- 5.2 Claims for personal injury shall remain unaffected.

6. Confidentiality

- 6.1 The parties shall keep confidential the other party's trade and business secrets, and all other information designated in writing as confidential, obtained under or in connection with this contract. This obligation shall survive the termination of the contract. Vector shall have no obligation, however, with respect to any information that is already in its possession, is independently developed or becomes publicly known through no wrongful act of Vector.
- 6.2 Vector is not obliged to keep confidential any ideas, concepts, know-how or techniques related to training, or information that Vector knew of before the signing of the contract or that Vector receives outside the contract.
- 6.3 Vector shall require those persons engaged in the performance of project orders to adhere to the obligations pursuant to Section 6.1.
- 6.4 Vector may enter the customer's name and a short description of the performances into its list of customers. All other references that the customer is Vector's customer are subject to the customer's prior approval.

7. Protection of personal data

- 7.1 The customer is informed that Vector – acting as Data Controller – collects and processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and French Law n°78-17 of January 6th, 1978, on information technology, data files and civil liberties (hereinafter the "Regulations").
- 7.2 The personal data collected and processed by Vector are the data provided by the customer and/or the participant to enroll the latter in the training through the means referred to in articles 1.3 and 2.1 above, i.e. the participant's first name, last name, contact data (hereinafter the "Personal Data").
- 7.3 The processing of the Personal Data is based on the performance of the Vocational Training Agreement and the legitimate interest of Vector in that they are necessary for the organization and good execution of the trainings. Refusal of failure to provide the Personal Data may result in the participant being unable to attend the training.
- 7.4 The purposes of the processing are to enable and control the enrollment and attendance of the participant to the training, and more generally to enable the performance of the contract and Vocational Training Agreement(s).

- 7.5 The Personal Data are exclusively intended to Vector. However, Vector reserves its right to use subcontractors in accordance with the conditions laid down by the Regulations.
- 7.7 The customer undertakes to inform the participant to the training that he or she has over his or her Personal Data all rights provided for by the Regulations, including in particular the following rights:
- right of access: the participant can obtain information concerning the processing of his or her Personal Data as well as a copy of his or her Personal Data undergoing processing to the extent permitted by the Regulations;
 - right of rectification: the participant can obtain the modification of his or her inaccurate and/or incomplete Personal Data undergoing processing to the extent permitted by the Regulations;
 - right of cancellation: the participant can request the deletion of his or her Personal Data to the extent permitted by the Regulations;
 - right to limit the processing: the customer can request the restriction of his or her Personal Data undergoing processing to the extent permitted by the Regulations;
 - right of opposition: the customer may, for reasons related to his or her particular situation, oppose the processing of his or her Personal Data to the extent permitted by the Regulations;
 - right to lay down guidelines on the fate of his or her personal data after his or her death to the extent permitted by the Regulations;
 - right to lodge a complaint with the competent supervisory authority.
- 7.8 The participant can exercise his or her rights by writing to Vector at VGDataprotection@vector.com with a copy of a document certifying his or her identity attached. For any question relating to the collection and processing personal data, the participant can also contact Vector's Data Protection Officer by writing at Dataprotection@vector.com.

8. Miscellaneous

- 8.1 The contract and its modifications require written form.
- 8.2 The contract shall conform with and be governed by the laws of France without regard to its choice of law rules. Disputes relating to the validity of this Agreement or arising from its performance shall fall under the exclusive jurisdiction of the Courts of Paris.