

Terms and Conditions of Training

Clause 1 Scope

1.1 Vector offers seminars and workshops (hereinafter referred to as 'Training Classes') on its premises or the premises of its clients.

1.2 At a client's request, Vector will also provide specific training.

Details of general and specific Training Classes are set out in the Vocational Training Agreement to which these Terms and Conditions are appended.

Clause 2 Registration and costs

2.1 Applications to register for a Training Class must be submitted in writing (by fax, e-mail or via Vector's website) and registration will be confirmed in writing by Vector.

2.2 Unless stipulated to the contrary, the prices of Training Classes exclude VAT and are given:

- per trainee when trainees belong to different companies;
- per session when all trainees belong to the same company (for the maximum number of trainees specified in the offer).

The price of Training Classes must be paid to Vector France SAS within thirty (30) days of the corresponding invoice date. Any payment made after the due date shown on the invoice shall entail the application, without notice, of late-payment penalties at three (3) times the legal interest rate from the day after the due payment date shown on the invoice until the date of payment of the full amount owed.

If the client asks for its approved vocational training fund (OPCA) to cover the cost of a Training Class, the client undertakes to ask its OPCA to make the payment directly to Vector via a delegation of payment. The OPCA's agreement to cover the cost of the Training Class must be sent to Vector no less than eight (8) days before the Training Class begins.

Clause 3 Cancellation

3.1 The client may cancel a Training Class by e-mail or recorded delivery letter with advice of receipt up to ten (10) days before the Training Class is due to start. If a Training Class is cancelled after this time, Vector shall invoice 50% of the price (including VAT) of the Training Class. If a Training Class is cancelled one (1) working day before the Class is due to start or if a participant fails to show, Vector shall invoice the full price (including VAT) of the Training Class. The foregoing shall not apply if the relevant trainee is replaced.

The following terms shall apply to specific Training Classes requested by the client. The client may cancel a Training Class up to fifteen (15) days before the Class is due to start. If a special Training Class is cancelled after this time, Vector shall invoice 50% of the agreed fee plus the corresponding VAT, unless the Training Class is postponed by mutual agreement. If a Training Class is cancelled three (3) days before it is due to

start, Vector shall invoice the full price of the Training Class, unless the Class is postponed by mutual agreement. Vector will not refuse without a valid reason to postpone a Training Class.

3.2 Vector reserves the right to cancel a Training Class eight (8) days before the Class is due to start if the minimum number of five participants have not registered or, if necessary, due to technical or organisational reasons, in particular if the trainer is unavailable.

3.3 Vector may replace a trainer on the condition that the replacement trainer has the same skills as the original trainer. In such event, the client may not ask for the agreement to be cancelled or the cost of the Training Class to be reduced.

3.4 In the event of the non-performance by Vector of the whole or part of the agreement, Vector shall reimburse the whole or part of the amount unduly received to the client.

Clause 4 Intellectual property rights

Vector reserves all intellectual property rights in all documents provided to trainees in connection with a Training Class and in all trade marks, software, patents, know-how and designs. The client is not authorised to copy, modify or provide the foregoing to third parties.

Clause 5 Liability

Vector's liability shall be limited in all cases to the amount (excluding VAT) received in connection with the training agreement.

Clause 6 References

Unless the client raises an express objection in writing, Vector reserves the right to cite the client's name and to provide a brief description of the Training Classes provided in a list of references, on the understanding that said list shall not be used for any other advertising purposes.

If the client gives written notice of an objection, Vector shall have a period of ten (10) days from the date of receipt of such notice in which to remove all references to the client from its list of references.

Clause 7 Governing law and jurisdiction

7.1 These Terms and Conditions shall be governed by French law.

7.2 Any dispute that may arise in connection with the interpretation, performance or termination of these Terms and Conditions shall be referred to the competent courts of Paris.