

GENERAL TERMS AND SALES CONDITIONS FOR TRAINING COURSES

ARTICLE 1 – PURPOSE

These general conditions set out the terms for the provision of one or several training courses by Silicomp Management to the Customer.

These general conditions may be complemented by the specific provisions applicable to each course provided by Silicomp Management.

ARTICLE 2 – TRAINING COURSES PROVIDED

The courses provided by Silicomp Management are listed in a catalogue available at "<http://smartcard.silicomp.com>". Silicomp Management reserves the right to add or remove courses from the catalogue at any time and without notice.

ARTICLE 3 – TERMS OF ENROLMENT

Applications for enrolment in a course are made by contacting Silicomp Management by email at least one (1) month before the requested date. The corresponding form is available on the aboved mentioned website. As part of this enrolment application, the Customer must specify the date on which it wishes to benefit from the course under consideration.

Following this enrolment application, Silicomp Management will mutually agree with the Customer the dates on which the course can be held as well as the details and practical terms of the said course.

This agreement between the Customer and Silicomp Management on the dates, details and practical terms of the course will be formalised by an exchange of emails between the Customer and Silicomp Management and will then be confirmed by Silicomp Management by acknowledgement of receipt of the order sent to the Customer by email.

These general conditions and the specific provisions applicable to each course offered by Silicomp Management are considered to be accepted by the Customer when it has received the aforementioned acknowledgement of receipt of the order.

ARTICLE 4 – LEVEL REQUIRED AND SUITABILITY

Silicomp Management sets out in each of its course programmes the level required to benefit from the courses offered. It is the Customer's responsibility to assess its training requirements and check if the level of its personnel intending to take one of the Silicomp Management courses corresponds to the level required. Consequently Silicomp Management can in no case be held responsible if the courses that it offers do not meet the requirements of the Customer and/or are not suitable for the level of skills of the Customer's personnel. Furthermore, Silicomp Management is not responsible for the performance of the Customer's personnel once the course has ended.

ARTICLE 5 – PRICES AND TERMS OF PAYMENT

Course prices are available on the Customer's request. Prices are given excluding taxes and are payable in Euros.

The price of each course is valid for a number of participants limited to a maximum of fifteen (15) people, whatever the number of participants, and includes the course material. It does not include the cost of lunch, transportation or accommodation of the participants. In the event that the course does not take place on the premises of Silicomp Management, the price also does not include the cost of lunch, transportation or accommodation of the trainer(s).

For a Customer having an account with Silicomp Management, invoicing of a course will be sent at the end of it. For other Customers, invoicing of a course will be sent in full on enrolment in the course (when Silicomp Management sends the customer the acknowledgement of receipt of the order under the provisions of Article 3 of these general conditions).

At the end of each course or when it is enrolled in depending on the case, Silicomp Management draws up the invoice corresponding to the price of the course, with the possible addition of VAT applicable at the current rate on the invoicing date. At the end of each course, the Customer also receives the attendance and assessment sheets of the participants.

Payment of the invoice takes place – on receipt of the invoice – by bank transfer or online, into the Silicomp Management account given on the invoice. If the account is not settled on the due date, the overdue sums will bear interest for late payment at the legal rate, without prior notification.

ARTICLE 6 – TERMS OF CANCELLATION OR POSTPONEMENT

Any cancellation or postponement of a course must be confirmed in writing by the Customer.

Any cancellation or postponement occurring within a period of twenty-one (21) working days before the start of the course will not result in any indemnity charged to the Customer.

Any cancellation or postponement occurring within a period of between twenty-one (21) working days and eight (8) working days before the start of the course will result in the payment by the Customer of an indemnity equal to fifty percent (50%) of the amount of the course under consideration.

Any cancellation or postponement occurring less than eight (8) working days before the start of the course or any absence at the course will result in the payment by the Customer of the full amount of the course under consideration.

These indemnities will be invoiced to the Customer and are payable on receipt.

ARTICLE 7 – PROVISION OF TEACHING MATERIALS

Each participant must have the equipment, tools and configurations required for the course in which he participates. The minimum equipment, tools and configurations that are required of the Customer and the participants will therefore be specified by Silicomp Management for each course offered.

Each course offered by Silicomp Management includes the provision of the documentation for the exclusive and personal use of the participant. This documentation is handed out at the start of the course and can be drawn up in French or in English.

Courses will be given in French or in English depending on the case.

ARTICLE 8 – TRAINING ORGANISATION

Silicomp Management is declared as a training courses organisation under n° 11910540791.

ARTICLE 9 – INTELLECTUAL PROPERTY

Silicomp Management declares that it is the holder of the intellectual property rights related to the course material and other teaching resources provided to the course participants or that it has obtained legal user rights for them from the third party owner.

The said course material and other teaching resources provided to course participants are protected by the legislation on intellectual property. Silicomp Management grants course participants a non-exclusive, non-transferable and strictly personal user licence for the course material and other teaching resources provided.

Each course participant has the right to make one photocopy of the course material and other teaching resources provided solely for his personal use for study purposes, on condition that the copyright notice or any other intellectual property notice is reproduced on each copy of the said course material and other teaching resources provided.

Course participants do not have the right to use, copy, modify, create a derivative work or distribute the said course material and other teaching resources with the exception of that which is provided for in Article 9, nor sub-licence, rent, loan, disassemble, decompile or translate the said course media and other teaching resources without the prior written agreement of Silicomp Management.

ARTICLE 10 – LIABILITY

Silicomp Management undertakes to provide all due care possible in the performance of the courses that it offers and is hereto responsible for an obligation of means.

Silicomp Management is not liable for indirect damages, loss of business, data or earnings suffered by course participants and/or by the Customer or its representatives during or after a course.

Silicomp Management is not liable in the event of wrongful use or use of the course and course material and other teaching resources not in accordance with those specified or

for any accident occurring during the course or failure of a product or service for which Silicomp Management is not responsible.

In all cases, in the event that Silicomp Management is found liable, the indemnity chargeable to it is expressly limited to the price actually paid by the Customer for the course under consideration.

ARTICLE 11 – APPLICABLE LAW AND DISPUTES

These general conditions as well as the specific provisions applicable to each course offered by Silicomp Management will be governed by French law.

If the parties fail to come to an amicable agreement, any dispute relating to the interpretation and the performance of these general conditions and specific provisions applicable to each course offered by Silicomp Management will come under the exclusive jurisdiction of the Paris Courts, to which Silicomp Management and the Customer attribute competence irrespective of the location of the course and the defendant's domicile.