

CEGOS® Swiss Standard Terms and Conditions of Sale

A. BACKGROUND

CEGOS is a training institution having its registered office at Place Cornavin 14-16, 1201 Geneva (Switzerland). CEGOS develops, proposes and conducts face-to-face training programmes, open and remote training programmes based on the e-learning mode and blended training programmes combining, at the same time, attendance-based learning and e-learning. CEGOS also offers operational advisory services to businesses.

In these Terms and Conditions the following words shall unless the context otherwise requires have the meanings given. Headings in these conditions shall not affect their interpretation:

"Agreement"	these Terms and the Order
"CEGOS"	CEGOS Swiss SA Company Number: CH-270.3.013.086-8
"Confidential Information"	all information which is designated as confidential or which ought in good faith to be treated as confidential including without limitation commercial know-how, trade secrets, specifications, inventions, intellectual property, processes or initiatives and any other information concerning either party's business or its services
"Registration Date"	the course start date as stated by CEGOS on the Order Form or as rescheduled in accordance with these Terms
"Customer"	the company or entity (including its employees, attendants and/or agents) purchasing the Services as set out in the Order
"E-learning"	all training provided to Participants remotely via the LMS Platform
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered

and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world

"Invoice"	the invoice supplied by CEGOS to the Customer confirming the balance due from the Customer
"LMS Platform"	the platform provided by CEGOS to enable Customers receiving E-learning to access Modules
"Module(s)"	the E-learning training programme modules to be provided to the Customer as specified in the Order Form
"Participant(s)"	any employee(s), attendant(s) and/or agent(s) of the Customer attending any Training Programme
"Training Programme"	any of the programmes or courses offered by CEGOS as set out in the Order Form
"Terms "	these standard terms and conditions

B. GENERAL PROVISIONS
APPLICABLE TO THE WHOLE SERVICES

1. Basis of the agreement

- 1.1. The Customer acknowledges that, prior to any Order, it has received sufficient information and advice from CEGOS, in order to enable the Customer to check whether the Services are suited to its requirements.
- 1.2. No contrary term and in particular no standard or special term on which the Customer may seek to rely may, unless with the formal and written consent of CEGOS, prevail over these Terms, regardless of the time where such term is communicated to CEGOS. The fact that CEGOS fails to rely at any given time on any of these Terms shall not be deemed a waiver of the right to rely on the same at any later date.
- 1.3. In case of any inconsistency between those Terms and the Order Form, the terms of the Order Form shall prevail.
- 1.4. The Customer agrees to procure compliance with these Terms by all of its employees, attendants and agents.
- 1.5. The Customer will notify CEGOS of any Code of Conduct to observe, any rules or regulations relating to health and safety applicable to any sites which CEGOS shall need access to in order to provide Services.
- 1.6. Before and during the agreed project, the Customer shall keep CEGOS continually informed of all important circumstances concerning the preparation and the execution of the order. The Customer shall collaborate on the project personally, and if necessary, also through the use of its staff. The Customer shall appoint an official contact person.

2. Invoicing and Payment

- 2.1. The price for Services shall be as stated on the eLearning website of CEGOS.
- 2.2. Prices are inclusive of VAT.
- 2.3. CEGOS shall provide and the Customer shall pay for the Services in accordance with the Order.
- 2.4. All invoices shall be sent by email after the payment is completed.

3. Limitation on use of the Services

- 3.1. The Customer undertakes to use Services and shall procure that each Participant uses the Services in accordance with such reasonable operating instructions as may be notified by CEGOS and in the absence of any such instructions in accordance with applicable industry standards.

4. Rights of third parties

The Customer maintains that there are no third party rights or copyright and/or other rights over the works he makes available for the execution of the order, and that CEGOS has the right to use these documents to execute the order without any restrictions.

5. Limit of liability

- 5.1. CEGOS shall in no event be held liable for any technical default or for any other default or improper use of the Deliverables.
- 5.2. In case of a liability of CEGOS, CEGOS's liability is limited to the value of the direct damage proven by the Customer or the price paid by the Customer in respect of the Service, whichever is less.
- 5.3. In no event shall CEGOS be held liable for any consequential, indirect, incidental or punitive damage(s) including but not limited to any loss of data, files, operating losses, commercial losses, lost profits, or any image or reputation loss.

5.4. Force Majeure

CEGOS shall not be held liable to the Customer in the event of non-performance of its obligations as a result of any circumstances beyond its reasonable control including, without limitation, any sickness or accident of a consultant or training manager, any strike or industrial conflict internal or external to CEGOS, acts of God, natural disaster, fire, lack of obtaining a visa, labour authorisation or other permit, coming into force of any subsequent law or regulation, interruption of telecommunication services, interruption of energy supply, or interruption of communications or transportation of any type.

6. Variation

CEGOS may, from time to time and without notice, change the Deliverables and/or Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Deliverables or Services. If CEGOS requests a change to the scope of the Deliverables and/or Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

Subject to this condition, no variation of the Agreement or these Terms shall be valid unless made in writing and signed by or on behalf of each of the parties.

7. Assignment

- 7.1. The Customer shall not, without the prior written consent of CEGOS, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

7.2. CEGOS may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

8. Intellectual Property

8.1. Ownership of Intellectual Property Rights in and to all Deliverables and Services offered to its Customers shall at all times remain with CEGOS. All contents and educational media of whatever form (paper, electronic, digital, verbal, etc.) used by CEGOS in order to provide the Services shall remain the exclusive property of CEGOS. The said contents and media may in no manner whatsoever be used, converted, reproduced or exploited, within or outside the Customer's organisation, unless with the express written consent of CEGOS. In particular, the Customer agrees not to use the contents of the training in order to train any person not belonging to its staff and shall be liable under the Swiss Intellectual Property Law in the event of unauthorised assignment or sale of the contents.

8.2. Any total or partial reproduction, performance, modification, publication, transmission or alteration of the Deliverables, as well as the databases included where applicable in the CEGOS LMS platform, shall be strictly prohibited, regardless of the process or medium used. In consideration for the payment of the corresponding price, there shall be granted in respect of the e-learning modules a personal, non-assignable and non-exclusive right of use for a term limited to one year from the date of opening of the access keys.

8.3. CEGOS retains all title to its tools, methods and know-how developed prior to or in connection with the performance of the Services.

9. Confidentiality

The parties agree to treat as confidential any such information and documents concerning the other party of any nature whatsoever, whether economic, technical or commercial in nature, as may be accessed or disclosed during the performance of the Agreement or in connection with exchanges made prior to the execution of the Agreement, except pursuant to court order or as otherwise required by law.

This confidential clause shall survive the termination of the contractual relationship between the Customer and CEGOS

10. References

The Customer agrees to be cited by CEGOS as a customer of its Services. Subject to compliance with the provisions of Section 14, CEGOS may mention the Customer's name and provide an objective description of the nature of the Services covered by the Agreement, in the CEGOS lists of

credentials and in proposals intended for its prospects and customers, in interviews with third parties, communications to its staff, internal forward-looking documents, annual report to shareholders, and if any statutory, regulatory or accounting provisions so require.

11. Protection of personal data

11.1. Personal data will only be demanded by CEGOS under consideration of the Federal Law on Data protection (DSG, SR 235.1).

The Customer informs each Participant that:

- personal data concerning the Participant shall be collected and processed by CEGOS for the purposes of improving CEGOS Services and monitoring the validation of the Service supplied in accordance with the Order; and
- the connection, the Training Programme and the monitoring of the skills vested in the Participant are all data accessible to CEGOS.

11.2. CEGOS will retain the data related to the assessment of skills acquired by the Participant for no longer than the time necessary to assess the Services.

12. Severance

12.1. If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable the validity and enforceability of the other provisions of these Terms shall not be affected.

12.2. If a provision of these Terms (or part of any provision) is found to be illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. Governing law

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Switzerland.

The parties irrevocably agree that the courts of Switzerland located in the city of Geneva shall have exclusive jurisdiction and venue to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

C. E-LEARNING TRAINING PROGRAMMES

1. Description

E-learning consists in the organisation of open and remote Training Programmes through the use of training Modules in a secure electronic environment.

2. CEGOS' obligations

- 2.1. Immediately on receipt of the signed Order Form or on an agreed date, CEGOS shall send to the Participant's electronic address an identification code ("Login") and a password enabling him to access the module(s) selected by the Customer.
- 2.2. CEGOS shall supply to the Customer on request a report allowing for full traceability of the training ("Reporting").

3. Invoicing

Unless otherwise agreed by CEGOS, an Invoice shall be sent by email to the Customer immediately on creation by CEGOS of the access codes giving access to the Module(s).

4. Module(s)

4.1. Term of the access

Unless otherwise agreed by CEGOS in writing, the rights of use of the Module(s) accessible on the LMS platform are granted as follows:

- for a term of 90 (ninety) months from the date of opening the access keys to the LMS, after which the access shall be deactivated;
- for the available version of the Module(s) as of the date of the Order Form; and
- for the defined number of Participants mentioned in the Order.

4.2. Features

Unless otherwise advised, each Module is available in several languages, as detailed in the e-learning catalogue published by CEGOS, and is described in a datasheet contained in the catalogue.

The duration of the Training Programme mentioned in the catalogue is provided as for information purposes only.

CEGOS reserves the right to modify the Module(s) proposed on the LMS Platform, whether as regards their general organisation, nature, or content. CEGOS shall not be liable to the Customer for any such changes.

CEGOS may, at the Customer's request, provide any IT justification proving the registration and monitoring of use of the Module(s).

4.3. Scope of the Participants

Unless otherwise agreed by CEGOS in writing, the rights of use of the Module(s) are granted solely to the Customer signing the Order Form.

4.4. Personal right of use

The identification code and the password, communicated in electronic mode to the Participant, are sensitive, strictly personal and confidential items of information, for which the Customer shall be exclusively liable. Therefore, the said information may not be assigned, resold or shared.

The Customer warrants to CEGOS that this condition shall be observed by any Participant, and the Customer shall be responsible for any fraudulent or abusive use of the access codes. The Customer shall inform CEGOS forthwith of any loss or theft of the access codes.

In the event of any breach of this clause or sharing of the access keys, CEGOS reserves the right to suspend the Services, without any liability or prior notice or information.

4.5. Cancellations

No cancellation by the Customer for any Module shall be accepted once the identification codes and passwords enabling the access to the LMS Platform have been sent.

5. Warranties given by CEGOS

5.1. CEGOS agrees to take all steps necessary in order to give access to the LMS Platform on a 24/7 basis, during the term of the rights of use of the Module(s), except in the event of a possible breakdown or technical constraints related to the specific features of the Internet.

5.2. The Customer agrees to inform CEGOS within 24 hours in the event of discovery of any technical malfunction.

5.3. CEGOS will use all reasonable efforts to ensure the LMS Platform continues to operate in a reliable and continuous manner. The Customer acknowledges no guarantee can be given as to the operation and availability of the internet.

5.4. In the event of any interruption of the service by CEGOS in relation to any corrective maintenance or adaptation works, CEGOS shall take all steps necessary in order to remedy such malfunction within a period of 24 business hours. CEGOS shall use all reasonable endeavours to limit the interruption time and give prior notice to the Customer if possible. After the said period, CEGOS shall extend the Participant's period of access to the Module(s) for a period corresponding to the unavailability time.

5.5. For the avoidance of doubt, the Customer acknowledges and agrees that its sole remedy for the warranties in Sections 7.1 to 7.4 above is that CEGOS shall extend the right of access to the Participant's Module(s) for a period corresponding to the unavailability time, and the Customer expressly waives all other remedies at law.

6. Non-compliance or anomalies observed by the Customer in respect of the Module(s)

"Non-compliance" means any lack of concordance between the delivered Module(s) and the Order Form signed by the Customer.

"Anomaly" means any breakdown, incident, blocking, deteriorated performance, or non-compliance with the features defined in the documentation made available to the Customer

and the Participant(s) on the www.elearning-lms.cegos.ch site, preventing the normal use of all or part of the Module(s).

CEGOS does not warrant the uninterrupted and error-free operation of the Module(s).

Any complaint covering any Non-Compliance or Anomaly of one or more delivered Module(s) in respect of the aforementioned documentation must be stated in writing within 8 (eight) days from the date of delivery of the access keys to the Module(s). The Customer shall be responsible for proving any observed Anomaly or Non-Compliance. Only CEGOS is authorized to take action in respect of the Module(s). The Customer shall refrain from taking any action, whether personally or through any third party.

CEGOS shall not be responsible for any Anomaly arising from any of the following or similar events:

- the technical prerequisites have been amended without the prior consent of CEGOS;
- the observed Anomalies are attributable to programmes not supplied by CEGOS;
- the Anomalies are linked to poor processing or to processing not in compliance with the documentation available on the www.elearning-cegos.com site; and/or
- Any breach of the Agreement by the Customer.

7. Hotline

CEGOS makes to the Customer's designee an e-mail hotline elearning@cegos.ch available during business days from 09:00 a.m. to 06:00 p.m. CET. The hotline is intended to identify the malfunction and, according to the encountered difficulty, either provide an immediate response, or indicate the time period within which the response shall be given. If the malfunction is attributable to CEGOS, then, subject to the Customer's compliance with the Terms, CEGOS agrees to take all steps necessary in order to solve the problem or provide as soon as possible an acceptable workaround solution.

No on-site maintenance will be provided.

8. Cookies

The Customer shall inform each Participant that a cookie, i.e. a block of data enabling CEGOS to identify the Participant and serving to record the information indispensable for the Participant's browsing on the LMS Platform, may be installed automatically on the Participant's browsing software. The browsing software's set-up enables the Participant to be informed of the cookie's presence and where applicable to refuse the same. The installed cookie only contains the Participant's identification code and does not enable third-party sites to identify such code. The Customer shall however inform the Participant it is preferable to check the disconnect option on each closing of the Participant module.