

## PREAMBULE

DES ENJEUX ET DES HOMMES (hereinafter "**E&H**") designs, organizes and conducts training services, which may fall under continuing professional training in accordance with articles L.6313-1 and following of the French Labor Code.

E&H, as a training organization, has filed an activity declaration with the DREETS under n° 73320054132.

In conducting its activities, E&H, a subsidiary of the Ecocert group, undertakes to comply with all applicable national and international laws, regulations, and conventions, as well as best practices, particularly regarding labor standards and social responsibility, environmental protection, business ethics, and integrity, in accordance with its Code of Ethics available on its website [www.ecocert.com](http://www.ecocert.com). Accordingly, E&H expects its clients to show the same respect for all applicable laws, regulations, conventions, as well as for the principles of business ethics of their own the management of their own organizations and activities.

These terms and conditions (the "**Terms Conditions**") are written in a clear and accessible manner, in order to facilitate understanding by all parties, without altering their legal value.

## ARTICLE 1. CONTRACTUAL DOCUMENTS

E&H and the natural or legal person benefiting from the training service (the "**Client**") are contractually bound by the current versions of the following documents: the quotation and/or, as applicable, the vocational training agreement ('*convention de formation professionnelle*') or the individual training contract ('*contrat de formation professionnelle*') (together, the "**Contractual Documents**"), as well as these Terms and Conditions.

Together, they form the agreement between the parties (the "**Agreement**").

In case of contradiction between the provisions contained in these documents, the provisions of the Contractual Documents shall prevail.

## ARTICLE 2. PURPOSE

**2.1** The Client entrusts E&H with the delivery of a training service, delivered either synchronously or asynchronously, whose content and delivery methods are described in the Contractual Documents (the "**Training Service**").

**2.2** The Training Service is intended for the Client or, where applicable, for the person(s) they designate in the Contractual Documents, to attend or benefit from it (the "**Participant(s)**").

## ARTICLE 3. FORMATIONS SYNCHRONES

**3.1** Synchronous training consists of inter-company ("**INTER**") or intra-company ("**INTRA**") training, delivered in real time, either in premises made available by E&H, or in those made available by the Client, or remotely, in the form of virtual classrooms (the "**Synchronous Training(s)**").

**3.2** Each party undertakes to respect, and to ensure that trainers and Participants respect, the internal regulations of the other party, as well as, where applicable, those of the premises in which the training sessions take place.

**3.3** In the context of INTER training, registration is carried out via an online form accessible on the E&H website (the "**Website**"). Registration becomes effective upon signature of the training agreement or contract by the parties.

**3.4** The replacement of a Participant in Synchronous Training is possible provided that the replacement Participant (i) is registered for the same training session as the initial Participant, (ii) meets (after verification by E&H) any prerequisites necessary to participate, (iii) belongs to the same company as the initial Participant, understood as the same legal entity and (iv) submits their request in writing (to [training@desenjeuxetdeshommes.com](mailto:training@desenjeuxetdeshommes.com)) at least eight (8) working days before the start of the Training Service.

**3.5** If the conditions of article 3.4 are not met, the Participant is not replaced and the provisions of articles 7.3 and 7.4 apply.

**3.6** In case of impossibility to provide Synchronous Training in person, particularly due to force majeure or regulatory restrictions prohibiting the holding of in-person training, the Training Service will either be postponed to a later date, or delivered remotely, in accordance with the terms agreed between the parties.

**3.7** E&H reserves the right to exclude from any Synchronous Training, at any time, any Participant whose behavior would hinder the proper conduct of the training, for the Participant themselves and/or other Participants.

## ARTICLE 4. ASYNCHRONOUS TRAINING

**4.1** Asynchronous training consists of online training, with free, autonomous and deferred access, taking the form of "catalog" e-learning modules or "custom" e-learning modules.

### 4.2 « Catalog » e-learning modules

**4.2.1** The purchase of "catalog" e-learning modules can be made either on the basis of a quotation validated by the Client, or following the order process on the Website.

**4.2.2** After validation of the quote or online purchase summary, and receipt by E&H of the associated payment, all the e-learning modules mentioned therein are made available to the Client or Participant(s) via the online platform (the "**Platform**").

**4.2.3** The Client or the Participant(s) will receive from E&H, via the Platform, a personal connection link that is non-transferable (the "**Link**"). In this regard, each Participant or Client (acting on behalf of the Participants, where applicable):

- (i) Is responsible for the management, conservation and consequences of using the Link and must therefore implement all necessary precautionary measures for its protection and conservation;
- (ii) Undertakes to inform E&H of any fraudulent use as soon as they become aware of it, E&H being in no case held responsible for such use.

**4.2.4** Access to the "catalog" e-learning modules is granted for a determined period (set out in the Contractual Documents) of at least 12 (twelve) months from the sending of the Link by E&H. At the end of this period, access is deactivated, without this constituting a contractual breach on the part of E&H.

**4.2.5** E&H undertakes to provide the Client with all useful information in order to enable them to connect to the Platform under good conditions. However, E&H cannot be held responsible for any temporary interruptions, slowdowns or connection difficulties related notably to maintenance operations or technical malfunctions attributable to the Platform publisher. In case of a problem reported by the Client, E&H undertakes to make its best efforts to ensure follow-up with this publisher, and find an appropriate solution, by mutual agreement with the Client.

**4.2.6** Support relating to the monitoring of e-learning modules is provided by E&H, reachable at the address [training@desenjeuxetdeshommes.com](mailto:training@desenjeuxetdeshommes.com).

### 4.3 « Tailor-made » e-learning modules

**4.3.1** Within the framework of "tailor-made" e-learning modules, E&H undertakes to design, produce, deliver and/or make available to the Client the deliverables (pedagogical outline, scripts, associated media... etc.) detailed and defined in the Contractual Documents (the "**Digital Resources**").

**4.3.2** The "tailor-made" e-learning modules delivered or made available to the Client are strictly intended for the use defined in the Contractual Documents.

**4.3.3** The Client is responsible for the storage, security and use of the resources that are delivered to them or made available to them.

## ARTICLE 5. PAYMENT TERMS

### 5.1 Payment after invoice issuance by E&H

**5.1.1** Except in cases of online registration for training courses, as referred to in Article 5.2, the amount owed by the Client for the Training Service delivered by E&H shall be payable after the corresponding invoice has been issued.

**5.1.2** In this regard, the Client undertakes to pay E&H the amounts referred to in the Contractual Documents validated by the Client. These amounts include the cost of the license to use the Training Materials, and the Digital Resources, provided for in article 10 relating to intellectual property. The expenses reasonably incurred by E&H will be invoiced in addition, under the conditions provided for in the Contractual Documents.

**5.1.3** The invoices issued by E&H indicate the payment terms for the amounts owed for the Training Service. They are payable within thirty (30) days end of month from their issuance. No discount will be applied in case of early payment.

**5.1.4** In the event that the Client requests a skills operator responsible in particular for supporting and financing professional training (in French an "*opérateur de compétences*" or "**OPCO**"), for financing the Training Service:

- (i) If the Client wishes the full cost of the Training Service to be paid directly by the OPCO, it shall be their responsibility to provide E&H, prior to the start of the Training Service, with the OPCO's written funding agreement explicitly stating full subrogation of payment.
- (ii) In the case of payment subrogation, partial funding is not accepted.
- (iii) If E&H does not receive the OPCO's funding agreement before the Training Service begins, the Client shall be invoiced for the full amount due.
- (iv) In the event of refusal, partial funding, or non-payment by the OPCO, the Client remains fully and personally liable for the total amount due for the Training Service.

### 5.1.5 In case of payment delay:

(i) For Clients acting in a professional capacity, any delay in payment shall, automatically and without any prior formal notice, give rise to late-payment penalties based on the ECB rate increased by ten (10) points and a fixed indemnity for recovery costs in the amount of 40€ in accordance with French decree 2012-1115 of October 2, 2012.

(ii) For Clients acting as consumers (the "**Consumer Clients**") a formal notice will be sent by E&H. If payment does not occur within eight (8) working days following receipt of this formal notice, late payment interest will be applied based on the legal interest rate in force, until full payment.

**5.1.6** E&H will be entitled to suspend the execution of the Training Service until complete settlement of any overdue unpaid invoice, without such non-performance being considered attributable to E&H. In the absence of payment, the Agreement may be terminated by E&H under the conditions provided for in article 6.2.

### 5.2 Online payment upon Client registration

**5.2.1** Payment for training courses for which registration is made via the Website shall be made in full, online, through a secure payment solution. No banking data is retained by E&H.

**5.2.2** Payment is due in full at the time of registration for the Training Service. The transaction is only considered valid once payment has been confirmed by the secure payment solution.

**5.2.3** The corresponding invoice is automatically made available to the Client upon completion of the online payment.

## ARTICLE 6. DURATION OF THE AGREEMENT

**6.1** The Agreement shall enter into force on the date of signature of the first of the Contractual Documents, or on the effective date stated therein. It shall terminate on the date indicated in the Contractual Documents, or, failing that, upon completion of the Training Service.

**6.2** Either party may terminate the Agreement with immediate effect if the other party fails to remedy the breach of any of its obligations under the Agreement within two (2) weeks after receiving a notice to that effect, without prejudice to:

- (i) any damages that may be claimed from the defaulting party; and
- (ii) the Client's obligation to pay the fees payable to E&H for the services performed under the Training Service, whether invoiced or not at the effective date of such termination.

## ARTICLE 7. NON-COMPLETION OF TRAINING

**7.1** If the number of Participants registered for an INTER training course is deemed insufficient, E&H reserves the right to postpone or cancel it no later than eight (8) working days before the



scheduled delivery date.

**7.2** If the Training Service cannot be performed, in whole or in part, due to E&H, the latter shall, where possible, propose a postponement of the original delivery date or a change in format (notably to remote delivery). If the Training Service cannot be postponed, or if the Participant(s) are unable to attend, E&H shall refund the Client any amounts unduly received.

**7.3** Except in cases of force majeure, if the Client postpones or cancels its participation in the Training Service, or that of its Participant(s), such postponement or cancellation shall result in the invoicing of compensation fees by E&H, under the following conditions:

(i) 50% of the total amount due by the Client for the Training Service, for any request for postponement or cancellation submitted to E&H between twenty (20) and eight (8) working days before the start of the Training Service;

(ii) 100% of the total amount due by the Client for the Training Service, for any request for postponement or cancellation submitted to E&H less than eight (8) working days before the start of the Training Service.

**7.4** The Client may request the postponement or cancellation of a Training Service by email to [training@desenjeuxetdeshommes.com](mailto:training@desenjeuxetdeshommes.com), under the conditions set out in Article 7.3.

**7.5** Except in cases of force majeure, if one or more Participants fail to attend on the first day of the training, 100% of the amount due for the Training Service shall be invoiced to the Client.

**7.6** For Asynchronous Training, the Training Service shall be deemed to have commenced as of the first connection to the Platform, as confirmed by the Platform's tracking data. From that point onward, any postponement or cancellation of the Training is excluded, subject to the possible exercise of the right of withdrawal by the individual Client, as provided by law and as set out in Article 8.

## ARTICLE 8. RIGHT OF WITHDRAWAL FOR INDIVIDUAL CLIENTS

**8.1** The Client registering individually for the Training Service shall have a period of fourteen (14) calendar days from the confirmation of the Training Service order on the Website, or from the signature of the Contractual Documents, to exercise their right of withdrawal.

**8.2** To exercise this right, the Client must notify their decision to withdraw in writing, by email to the following address: [training@desenjeuxetdeshommes.com](mailto:training@desenjeuxetdeshommes.com). For this purpose, the Client may use the standard withdrawal form made available on the Website, although this is not mandatory.

**8.3** The Client is informed that the right of withdrawal can no longer be exercised once they have expressly agreed for the Training Service to begin before the expiry of the withdrawal period (as is notably the case for e-learning courses), and have expressly waived their right of withdrawal.

## ARTICLE 9. LIABILITY AND INSURANCE

**9.1** Each party shall be liable for the consequences of any failure to perform its obligations under the Agreement.

**9.2** E&H is subject to a general obligation of means in the delivery of the Training Service, which consists in supporting the Participant throughout the Training Service using the technical and human resources made available by E&H. The success of the Training Service depends exclusively on the Participant's personal commitment and effort.

**9.3** Subject to the Participant's effective participation in the Training Service and signature of the attendance sheet, a certificate of completion shall be issued to each Participant. The Client acknowledges that such certificate does not constitute a diploma or qualification recognized by any public authority. Only the issuance of a certification registered in the "Répertoire Spécifique" or in the RNCP of France Compétences constitutes a qualification recognized by public authorities.

**9.4** The parties' liability is limited to direct, personal, actual and certain damages only, to the exclusion of any indirect damages, in accordance with the provisions of the French Civil Code.

**9.5** Under no circumstances shall E&H's total financial liability under the Agreement exceed the total amount payable to E&H under the Agreement.

**9.6** The limitations set out in Articles 9.4 and 9.5 shall not apply in cases of gross negligence or willful misconduct, nor in the event of a breach of the obligations defined in Articles 10 and 11.

**9.7** The Client undertakes to take all reasonable measures to mitigate, as far as possible, any damage resulting from a fault committed by E&H.

**9.8** This Article shall survive the expiration, termination or cessation of the Agreement for any reason whatsoever.

**9.9** E&H declares that it is insured, in particular for professional civil liability, with a well-known and solvent insurance company, to cover any damage caused to itself, the Client, or any third party resulting from the performance or non-performance of the Agreement. E&H undertakes to maintain such insurance policy throughout the duration of the Agreement and to provide the Client, upon request, with a certificate issued by its insurer listing the subscribed guarantees, their amounts and validity period. Similarly, the Client undertakes to hold an insurance policy covering the financial consequences of its civil liability, should it be incurred.

## ARTICLE 10. INTELLECTUAL PROPERTY

**10.1** For the purposes of the Agreement, the "Working Tools and Methods" shall mean all documents, tools, methodologies, know-how, approaches and knowledge belonging to E&H, whether developed before or during the performance of the Training Service.

These are excluded from the training materials or other educational resources as defined in the Contractual Documents and made available to the Client in the context of the Training Service (the "Training Materials"), as well as from the "Digital Resources."

**10.2** The Working Tools and Methods used, even partially, in connection with the Training Service, shall remain the exclusive property of E&H.

**10.3** Unless otherwise expressly agreed in writing by E&H:

(i) all Training Materials and Digital Resources provided or made accessible to the Client or to the Participants as part of the Training Service shall remain the property of E&H, which may use them freely while respecting the Client's confidential information. The Client shall not claim any ownership rights over the Training Materials and Digital Resources, which constitute original works protected

under intellectual property laws;

(ii) E&H grants the Client a non-exclusive, non-transferable and non-assignable license to use the Training Materials and Digital Resources, strictly limited to the scope of the Training Service and for internal use by the Client, in accordance with the conditions set out in Articles 11.4 and 11.5.

## 10.4 Training Materials

**10.4.1** The Client undertakes not to use the Training Materials outside the scope of the Training Service, nor to reproduce them, directly or indirectly, in whole or in part, adapt, modify, translate, represent, market or distribute them to non-Participant personnel or to third parties, without E&H's prior written consent.

**10.4.2** The Client shall not make any copies of software used during the Training Service, except for exercises completed by the Client, provided that such files do not contain any portions of the software protected by intellectual property rights.

**10.4.3** The Client guarantees that the Participants comply with these prohibitions and shall be jointly and severally liable for any breach thereof by said Participants.

## 10.5 Digital Resources

**10.5.1** The license to use the Digital Resources is limited to the scope of the Training Service and to internal use.

**10.5.2** The Client is authorized to use the Digital Resources solely for the purpose of training its personnel. To that end, the Client may reproduce them, directly or indirectly, in whole or in part, adapt, modify, translate, represent or distribute them, strictly within an internal context.

**10.5.3** Accordingly, the Client expressly undertakes not to commercially exploit the Digital Resources, nor to distribute or make them available to third parties, except with the prior express written consent of E&H.

**10.5.4** The conditions applicable to this license also apply to any source files, where applicable.

**10.6** This Article shall survive the expiration, termination or cessation of the Agreement for any reason whatsoever.

## ARTICLE 11. CONFIDENTIALITY

**11.1** All information, of any kind (written, oral, electronic or otherwise), communicated or received in connection with the performance of the Agreement, whether or not explicitly identified as confidential, including information relating to the Client and the Participants (the "Information"), is considered confidential.

**11.2** E&H undertakes to keep confidential the Information shared by the Client and/or the Participant, and may only share it, in whole or in part, with:

(i) its employees, representatives, collaborators, agents or subcontractors, or those of its affiliates, involved in the performance of the Agreement;

(ii) its internal or external service providers, or those of its affiliates, for data hosting, storage, archiving or cloud services;

**11.3** provided that these persons are bound by confidentiality obligations that are no less protective than those set out in this Article. E&H is responsible for ensuring compliance with these obligations.

**11.4** E&H also undertakes to:

(i) apply at least the same level of care to the protection of the Information as it applies to its own confidential information of similar importance, and no less than reasonable care;

(ii) not use the Information outside the scope of the Agreement, in particular not for its own benefit, for the benefit of a third party, or for any other purpose.

**11.5** Shall not be considered confidential, the information: (i) already known or made public without breach of the Agreement, (ii) independently developed by E&H without any use of the Information, (iii) lawfully received from a third party without breach of the Agreement, (iv) already lawfully in E&H's possession at the time of its disclosure by the Client, (v) whose disclosure is required by any law, regulation, or judicial or administrative decision, and (vi) that E&H is authorized to disclose by the Client, in particular the information referred to in Article 11.5.

**11.6** Without prejudice to the obligations above, E&H may, once the Training Service is completed, refer internally or externally to the nature of the services provided and mention the Client by name.

**11.7** E&H undertakes to destroy all documents containing Information at the Client's request. Notwithstanding the foregoing, the Client agrees that E&H may retain a copy of the Information for archiving purposes, or if required by a competent authority, without this affecting E&H's confidentiality obligations.

**11.8** The confidentiality obligations in this Article shall survive for ten (10) years from the end of the Agreement, except for trade secrets, for which confidentiality shall continue as long as the Information qualifies as a trade secret under applicable law.

## ARTICLE 12. PROTECTION DES DONNEES A CARACTERE PERSONNEL

**12.1** Each party acknowledges that it acts as a data controller within the meaning of Regulation (EU) 2016/679 (GDPR) when it shares with the other party, for the purposes of the performance and monitoring of the Agreement, personal data relating to itself or, where applicable, to its employees, collaborators, representatives, agents, delegates or subcontractors.

**12.2** Each party undertakes to comply with its obligations under the applicable personal data protection regulations, in particular the GDPR, and shall indemnify the other party against any claim, complaint or action brought by a natural person whose personal data are processed for the purposes of the Agreement, to the extent that such claim, complaint or action results from a breach of its obligations under personal data protection law.

**12.3** By way of exception to the foregoing, where the Client shares with E&H personal data relating to Participants it designates, the parties acknowledge that the Client acts as the data controller and E&H as the data processor within the meaning of the GDPR. In such case, the parties undertake to enter into a specific data processing agreement in addition to the Agreement, in accordance with Article 28 of the GDPR.

**12.4** In any case, E&H has established a personal data protection policy applicable to the data

processed in connection with the Training Service. This policy is available on its Website. The Client acknowledges having read this policy when registering individually, or undertakes, when designating Participants, to provide it to them in order to inform them of how their personal data will be processed by E&H.

### **ARTICLE 13. APPLICATION AND BINDING NATURE OF THE CONTRACT**

**13.1** No specific conditions or terms of purchase of the Client may prevail over the Terms and Conditions unless officially agreed in writing by E&H. Any condition to the contrary upheld by the Client will therefore be void as against E&H, regardless of when it may have been brought to its attention, unless expressly agreed otherwise.

**13.2** Should E&H decide not to enforce its rights in accordance with the provisions of the Agreement at any given time, this may not be interpreted as a waiver to enforce such rights at a later date in accordance with the provisions in question.

**13.3** If any of the provisions of the Agreement is declared null and void or inapplicable by a court or by virtue of the law, the other provisions shall remain in force and with full effect, insofar as they are provided for by law. In particular, if the Client is a public entity, these Terms and Conditions apply to the extent that they do not conflict with the applicable public procurement rules, and the requirements of the public entity as detailed in the relevant tender or the purchase order.

**13.4** The Agreement cancels and replaces any previous contracts with the same subject that may have been signed between the parties.

### **ARTICLE 14. SUBCONTRACTING**

**14.1** The Client accepts in advance that all or part of the Training Service may be entrusted to a third party mandated for this purpose, including an Affiliates of E&H, it being agreed that E&H will inform the Client in advance.

**14.2** In any case, E&H shall remain operationally, financially and legally responsible toward the Client for the subcontracted activities.

**14.3** E&H can be brought with the consent of the Client to cooperate with third parties in contractual relationship with the Client (such as service providers, subcontractors or suppliers) for the purpose of achieving the Training Service. This cooperation does not in any way create any contractual relationship and / or any solidarity between said third parties and E&H.

### **ARTICLE 15. FORCE MAJEURE**

**15.1** Neither party shall be held liable if it is prevented from performing its obligations laid down in the Agreement, insofar as their execution is delayed, hindered or prevented by a force majeure event.

**15.2** Beside those usually admitted by the case law of the French Courts, the following circumstances may be considered as cases of force majeure, which may be invoked and for which documentation must be provided:

Cases of force majeure that may be invoked by the Client or the Participant:

- (a) Return to employment of the Client between the time of registration and the theoretical end of the training course;
- (b) Accident or death of the Participant or Client, or of a close relative (ascendant or descendant at first level);
- (c) Illness or hospitalization of the Participant or Client;
- (d) Interruption of transport of any kind preventing any travel.

Cases of force majeure that may be invoked by E&H:

- (a) Accident or death of the trainer;
- (b) Illness or hospitalization of the trainer;
- (c) Interruption of transport of any kind preventing any travel;
- (d) Safeguard proceedings or compulsory liquidation of E&H.

E&H assesses at its sole discretion, on the basis of the documents submitted, the legitimacy of requests for cancellation due to force majeure.

**15.3** The party affected by such circumstances shall notify the other by any means as soon as possible, the Agreement being suspended until the disappearance of the impediment. In case of persistent impediment beyond a reasonable time, each party shall be entitled to terminate the Agreement with immediate effect by sending the other party a letter with acknowledgment of receipt.

### **ARTICLE 16. DEMATERIALISATION**

The Client agrees (i) that E&H may resort to the dematerialization of some processes used in connection with the performance of the Agreement, including the electronic registered letter, electronic invoice or electronic signature, (ii) to comply with the conditions applicable to the implementation of these dematerialized processes, particularly in terms of identification of the recipient, whether these conditions come from E&H or from third parties, and (iii) to grant it the same legal value as the one it attaches to paper or written documents, as permitted by French laws and regulations. In addition, the parties agree on the probative value of emails and of the scanned and digitalized signature beside the name, as well as their respective reproduction.

### **ARTICLE 17. LANGUAGE**

The Agreement is written in English. Translations into other languages may be sent to the Client upon request, but in the event of a dispute the English version shall prevail. The Client acknowledges that the English version of the Agreement has been made available to it at the time of its signature.

### **ARTICLE 18. APPLICABLE LAW**

French law is applicable.

### **ARTICLE 19. COMPETENT COURTS**

#### **19.1 Disputes between E&H and a Consumer Client**

##### **19.1.1 Prior complaint**

In the event of a dispute between E&H and the Consumer Client, the latter shall first contact E&H to attempt to reach an amicable resolution, by submitting a written complaint via email to: [training@desenjeuxetdeshommes.com](mailto:training@desenjeuxetdeshommes.com). E&H undertakes to respond within thirty (30) calendar days.

#### **19.1.2 Mediation**

In case of difficulty in the performance of the Agreement, the Consumer Client residing in a Member State of the European Union may, before initiating legal proceedings, refer the matter to the following consumer mediator, after submitting a prior written complaint to E&H under the conditions detailed above:

##### **Médiateur de la consommation FEVAD**

BP 20015 – 75362 PARIS CEDEX 8

Site internet : [www.mediateurfevad.fr](http://www.mediateurfevad.fr)

The mediator will attempt, in complete independence and impartiality, to bring the parties together in order to reach an amicable solution.

The parties remain free to accept or refuse the use of mediation and, if mediation is used, to accept or reject the solution proposed by the mediator.

In this context, any European consumer may also submit a complaint via the Online Dispute Resolution (ODR) platform available at the following URL: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

The Consumer Client is informed that mediation is not mandatory and that they remain free to bring the matter before the competent court.

#### **19.2 Litige entre E&H et un Client ayant la qualité de professionnel**

ANY DISPUTE ARISING FROM THE AGREEMENT WHICH CANNOT BE RESOLVED AMICABLY SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT, FRANCE.