

General conditions for Nexum Courses

General. The following general terms and conditions will govern any order placed with Nexum Luxembourg SA, located at 10B, Rue des Mérovingiens - Z.I. Bourmicht - 8070 Bertrange (Luxembourg) – VAT LU 258 273 84 - (hereunder named as "NEXUM"). Accordingly, placing an order via NEXUM entails the Client's complete and unconditional acceptance of these General Conditions. To be valid, any departure from these General Conditions must be subject to the prior written approval of NEXUM. These General Conditions prevail over any conditions stipulated in the Client's documents.

Order. The contract will be definitively concluded only once NEXUM will have sent the acknowledgement of receipt of the order form signed by the Client. This acknowledgement of receipt may be sent by e-mail to the client contact person specified on the order form. For online training registrations, the contract will be definitively concluded when the registrant is submitting the registration form on Nexum website (www.nexum.eu). Notwithstanding the foregoing, it is, however, understood that in the event where the services have already started to be performed before NEXUM's acknowledgement of receipt of the order form signed by the Client or before formal acceptance of the order form by the Client; such order form shall be considered fully accepted and the contract definitively concluded.

Payment. Unless otherwise agreed in writing, all of the prices of the services are indicated in Euros, excluding VAT, and the invoices are due before the performance of the services. In the event of non-payment by the due date, the invoice shall automatically and without formal notice, bear interest at an annual rate of 10% from the due date, plus a fixed compensation of 10% with a minimum of 150 Euros, for administrative fees.

Order cancellation. Any cancellation of an order must be in writing. Until 60 days before program date: No cancellation fee but an invoice of 100 EUR for administrative costs. Between 60 and 30 days before program date: cancellation fee of 50% of the order price. Less than 30 days before program date: cancellation fee of 100% of the order price. Cancellation fees are due 14 days after receipt of the cancellation fee invoice.

Confidentiality. NEXUM shall, in all circumstances, exercise professional discretion and absolute confidentiality with regard to all facts and information of any kind of which it has become aware during the performance of the services. He is bound by a duty of confidentiality towards the Client's participants.

Ownership of training elements and materials. All elements (hardware, software, studies, files, data, documents, know-how, information, etc.), transmitted by the Client to NEXUM for the performance of the services, remain the entire and exclusive property of the Client. In accordance with the contract between NEXUM and PROSCI, the following are the sole and exclusive property of Prosci Inc ("Prosci") :

* all products, information, reports, studies, objects or source code and any other material or immaterial support produced during and in preparation for change management training (whether or not this support is likely to be protected by copyright);

* all documentation provided as part of the change management training, including course materials, books, reports, evaluations and online content that include Prosci material, which are developed or prepared for the Client in the framework of this Agreement (hereinafter referred to as the "Work Support").

Consequently, no provision may confer on the client intellectual property rights over the content, models, images, text, Prosci's assessments or any other element included in Prosci's products or NEXUM's products, with

the exception of client elements added in such products which remain the property of the Client, including the specific details inserted in Prosci models for the purposes of a specific project and modifications made to change management plans for the purposes of a specific project. A user license is granted to participants on the deliverables which contain Prosci and/or NEXUM products. This allows participants to use the deliverables but only for their own needs. Therefore, these deliverables may not be reproduced or shared with other members of the Client's staff or with third parties without the prior written approval of Prosci or NEXUM.

No solicitation of staff. The Client undertakes not to hire or provide work to any collaborator of NEXUM, unless the latter has given its express consent. This provision applies during the performance of the services and for a period of six (6) months from the end date of the performance of the services.

Responsibility. NEXUM is bound by an obligation of means. NEXUM shall be liable to the Client in accordance with the ordinary law rules. As such, it undertakes to compensate the Client for any direct damage that the Client may suffer as a result of the performance of the services. NEXUM may only be held liable for a proven and exclusive fault on its part. NEXUM is not responsible for the participants' personal objects and effects or for any damage caused to the Client's equipment.

Protection of personal data. Each Party undertakes to respect its obligations regarding the protection of personal data collected. NEXUM Privacy Policy is available on the NEXUM website: <https://www.nexum.eu/sites/all/themes/nexum/docs/privacy-en.pdf>.

Force Majeure. NEXUM will have the right to put an end to any order immediately, with no compensation and without having to request the prior authorization of a court, if an event of "Force Majeure" occurs.

"Force Majeure" means the occurrence of an event or circumstance which fulfils the following conditions:

(i) the circumstances must not be such that a normally diligent and expert executant could have foreseen them when concluding the Agreement, based on the information in his possession or the information that he could reasonably be expected to gather to execute the requested Agreement;

(ii) the unforeseen circumstances could not be rectified or avoided by the Party despite its best efforts; and

(iii) the circumstances make the execution of the Agreement in whole or in part impossible or unprofitable or considerably more difficult and/or more expensive.

Reference. The Client authorizes NEXUM to mention its contractual relationship with the Client as a reference, in particular on its website www.nexum.eu.

Applicable law – Jurisdiction

These General Conditions and the contracts to which they apply are subject to the law of Grand Duchy of Luxembourg.

The Courts of Luxembourg shall have exclusive jurisdiction for any dispute between the parties with respect to these Sales Conditions and the contracts to which they apply. NEXUM, however, reserves the right to apply to another court if it deems it useful. If need be, the provision concerning the applicable law and jurisdiction provided for in the frame agreement between NEXUM and the Client shall prevail over this provision as far as the interpretation, the performance, or the termination of said frame agreement are concerned.