

## General Terms and Conditions

### 1. Object and scope

These General Terms and Conditions of Sale and Service Provision (hereafter “**the General Terms and Conditions**”) apply to the relationship between the limited liability company Pétillances S.à r.l. (hereafter “**the Company**”) and its clients (hereafter “**the Client**”) (hereafter referred to jointly as “**the Parties**” or individually as “**the Party**”).

Specific conditions supplementing or derogating from these General Terms and Conditions may be agreed in other contractual documents.

These General Terms and Conditions apply to all of the Company’s offers and contracts of sale and service provision from the moment of first contact between the Company and the Client, and shall remain applicable for the entire duration of the contractual relationship between the Company and the Client. These General Terms and Conditions form an integral part of the agreement concluded between the Company and the Client.

In event of a conflict or contradiction between the General Terms and Conditions and the terms of an offer, contract or other more specific contractual documents concluded between the Company and the Client, the latter shall take precedence over the General Terms and Conditions.

Save for an express written derogation, these General Terms and Conditions shall apply to the exclusion of any other general terms and conditions communicated by the Client, even if such conditions specify that the Client may only enter into contracts under its own conditions. Save for an express written derogation, the Company shall never be bound by the Client’s general terms and conditions, even if the Company has never expressly objected to them.

### 2. Implementing rules

All offers made by the Company are provided for information purposes and do not constitute a commitment.

An offer shall not constitute a commitment on the part of the Company until it has been expressly accepted by the Client through signing an order confirmation, order form or contract or paying a deposit, or by virtue of the Company’s services commencing.

All order confirmations, completed order forms or contracts sent by the Client to the Company, as well as the payment of a deposit, shall formally bind the Client, as shall the commencement of services by the Company.

### 3. Cancellation, postponement or amendment of training or a programme on the part of the Company

The Company reserves the right to amend its training services and programmes, to change its instructors and to amend its training schedule at any time. This includes the right to remove one or more offers from its product range should it deem such an action necessary, and to cancel an activity.

Neither Party shall be held liable for the full or partial non-performance of its obligations if this non-performance results from force majeure or a wholly unrelated cause or is completely beyond the Company's control or makes performance of its obligations impracticable (in particular, in the event of the illness of an instructor, a natural disaster, a power outage, insurrection or civil disorder, social conflict, war (whether declared or not) or military operations, a national or local emergency, acts of terrorism, fire, storm, lightning, explosion, flood, landslide or other extreme weather conditions).

The Company reserves the right to cancel or postpone a programme or service if an insufficient number of participants have registered for it. In this case, the Company may delay its services and the Client shall have no right to claim for compensation of any kind whatsoever. In general, the mere temporary suspension of services on the part of the Company can neither be considered grounds for the Client to terminate the contract, nor grant the Client the right to an indemnity of any kind whatsoever. In the event of cancellation, the Company shall endeavour to schedule the programme or service for a later date.

In the event of force majeure, the Party affected shall inform the other Party within three (3) days of the event wherever possible. The Parties shall mutually agree on the procedure to follow and the means by which the contractual relationship shall continue in due regard to the exceptional circumstances. The Party affected shall also inform the other Party within three (3) days of the causal event of the force majeure ceasing to apply.

### 4. Cancellation, postponement or amendment of training or a programme on the part of the Client

The Client must inform the Company of any cancellation of, or withdrawal from, an order or contract by any means that allows the Client to provide proof of delivery (e.g. delivery against receipt, registered letter, email with return receipt). Such a cancellation or withdrawal shall be subject to the following conditions and penalties:

- **Individual or group coaching programmes**

Any cancellation or request for postponement of a session on the part of the Client must be notified to the Company no later than forty-eight (48) hours before the start of the coaching programme concerned. Failure to adhere to this deadline shall result in the session in question being deemed to have gone ahead. In the event that a coaching programme is interrupted or abandoned on the initiative of the person(s) concerned, the total amount of the services ordered shall be considered payable, without prejudice to the Company's right to demonstrate a greater loss or to demand that the contract be performed.

- **Training sessions / workshops / “Vite & Bien” modules / team-building**

To avoid incurring penalties, any cancellation or request for postponement of a session on the part of the Client must be notified to the Company no later than twenty-five (25) business days before the scheduled start of the service. Any cancellation or request for postponement made between twenty-five (25) and fifteen (15) business days prior to the scheduled start of the service shall result in an amount equal to fifty percent (50%) of the total amount due as stated in the offer, being automatically and immediately payable to the Company, without prejudice to the Company’s right to demonstrate a greater loss or to demand that the contract be performed. Any subsequent cancellation on the part of the Client shall automatically result in the total amount due, as stated in the offer, being payable to the Company, without prejudice to the Company’s right to demonstrate a greater loss or to demand that the contract be performed. As regards psychometric questionnaires, in the event that the Client cancels a debriefing session after the person(s) concerned has/have started filling in the questionnaire(s), the related fees shall be payable by the Client.

Any program change (addition of elements, change of activities, change of location, etc.) to the initial signed offer will be billed at our administrative support rate and per hour granted for these changes.

Any additional service organization (rental, reservation, transport, etc.) which does not concern the initial mission of delivering the Training, Workshop, Team-Building can be organized by Pétillances on request and will also be invoiced to the customer at the administrative support rate by time.

- **Consultations**

To avoid incurring penalties, any cancellation or request for postponement of a consultation on the part of the Client must be notified to the Company no later than twenty-five (25) business days before the scheduled start of the service. Any cancellation or request for postponement made between twenty-five (25) and one (1) business day(s) prior to the first day of the service shall result in an amount equal to fifty percent (50%) of the amount due, as stated in the offer, being automatically and immediately payable to the Company, without prejudice to the Company’s right to demonstrate a greater loss or to demand that the contract be performed. Any subsequent abandonment or request to interrupt the consultation programme after it has begun shall automatically result in the total amount due, as stated in the offer, being payable to the Company, without prejudice to the Company’s right to demonstrate a greater loss or to demand that the contract be performed.

## 5. Determining prices – invoicing and payment

The prices stated on offers, order confirmations and other contractual documents issued by the Company are expressed exclusive of VAT and other Luxembourg or foreign taxes, except where specific reference is made thereto.

The prices stated on offers drawn up by the Company are based on the cost of the services to be provided as applicable on the date on which the offer is issued. An offer sent by the Company to the Client shall remain valid for no longer than thirty (30) days from the Company’s notification to the Client, unless otherwise stated on the offer. The Company reserves the right to invoice administrative fees for any orders under 250 euros.

The Client must accept an offer within the specified deadline by returning an order confirmation attached by the Company to its offer, or by sending a signed order form, or by signing a contract with the Company, or by paying a deposit. Failure to take any of these actions shall result in the offer being null and void. The Client's acceptance of the Company commencing performance of the services, without objecting thereto, shall also constitute acceptance of the offer.

Unless expressly stipulated otherwise, the deadlines for performing the Company's services are indicative and not binding on the Company. Thus, any delays shall not give rise to a right to cancel an order or to claim damages and/or interest against the Company.

The Company reserves the right to charge a deposit amounting to 30% of the total price upon the Client's confirmation of an order, especially for personalised training sessions tailored to the Client's request, team-building activities, and more generally for new clients to the Company.

As a rule, invoices drawn up by the Company are sent to the Client in electronic format only. They are expressed in euros and payable by bank transfer, with a one-and-a-half percent (1.5%) discount if paid within fourteen (14) days of the invoice date, or at their net amount if paid up to thirty (30) days after the invoice date.

Any delays in payment shall – automatically and without a reminder needing to be issued – give rise to late-payment interest at the legal interest rate in force calculated based on the outstanding amount, in accordance with the Law of 18 April 2004 on payment deadlines and late-payment interest, as amended, and in compliance with the European Central Bank's increased reference rate of eight percent (8%).

In the event of the non-payment of an invoice by its payment deadline, the Company reserves the right to demand a lump-sum indemnity amounting to ten percent (10%) of the outstanding amount, and in any case a minimum amount of 40 euros, without prejudice to the aforementioned late-payment interest. All recovery fees incurred by the Company shall be payable by the Client.

Any refusal to pay for any reason must be notified to the Company in writing within eight (8) days of receiving the invoice. All invoices uncontested by this deadline shall be considered definitively accepted.

In the event of the non-payment of an invoice by its payment deadline, the Company may automatically suspend or terminate the provision of the services ordered by the Client and/or may suspend the performance of its obligations until the full amount due is paid, and may demand that the Client provide an irrevocable bank guarantee before any future obligations are performed.

In order of priority, all payments shall be credited firstly to interest, then to lump-sum indemnities, then to any legal fees, and finally to previous invoices.

## 6. Payment of additional costs

Unless expressly agreed otherwise, all costs incurred by Pétillances, in particular the costs of travel, accommodation and communication, costs related to the rental of premises, as well as all expenses incurred by Pétillances for the benefit of the Customer, will be invoiced to the Customer in addition to

the normal prices referred to in Article 6. To this end, it is specified that the travel times are considered as working time.

Any additional communication costs generated by the use of the Customer as part of services provided in video-conference format (Webex, Teams, etc.) will be re-invoiced at the Customer's expense.

For the performance of a mission abroad (outside the Luxembourg territory), Pétillances is also entitled to reimbursement of travel expenses (kilometer allowance) up to a maximum of 0.40 euro per kilometer traveled as well as travel expenses. stays of all the trainers appointed by the latter, including accessories (meals, drinks, etc.).

Travel and subsistence expenses are reimbursed by the Customer to Pétillances upon presentation of a supporting document (invoice, ticket, etc.).

A training certificate will be issued to participants digitally. Any request for printing on paper will be invoiced at 3.00 Euro / piece.

Our trainers undertake to provide the signed attendance lists after the training sessions carried out at the client's premises. Each copy of the attendance list requested 3 months after the date of the service will also be invoiced at the rate administrative support costs / hour.

## 7. Termination

The Company reserves the right to terminate an order or a contract or to end a contractual relationship in the event that the Client fails to perform its obligations under the contractual relationship with the Company. In such a case, the Company shall be liable neither for the full or partial non-performance of its obligations, nor for any disruption or additional fees linked to such a termination, which shall under no circumstances give rise to any eligibility for compensation on the part of the Client. Such a termination shall be notified by registered letter with proof of receipt, addressed to the Client at its address as stated on the order form or contract.

Such a termination on the part of the Company shall be without prejudice to the rights already acquired by it. Therefore, in particular, the Company reserves the right to demand full payment for services performed, fees and other related expenses, and to claim for any losses incurred as a result of the early termination of the contractual relationship with the Client.

## 8. Limited liability

With regard to the services provided, the Company can only be held liable for direct damages and, save for a provision expressly agreed between the Parties, its liability can never exceed the limits under the Company's business liability insurance policy.

## 9. Intellectual property

All intellectual property belonging to the Company at the time at which the contract is performed or created during the performance of the contract, is and shall remain the sole and exclusive property of

the Company. All documents, regardless of medium (paper, electronically, etc.), as well as all materials provided as part of the Company's activities, are original works protected under intellectual property legislation and copyright. Consequently, the Client is forbidden from using, copying, transmitting to other parties, and in general from exploiting all or part of these documents and materials without the Company's advance written consent. The Client hereby guarantees that this clause shall be adhered to by the participants in the training or programme offered by the Company.

The Company shall grant the Client a personal, non-transferable and non-exclusive right to use the Company's intellectual property rights solely for the specific purposes as part of the contractual relationship.

## 10. Confidentiality

One Party may have access to the other Party's confidential information. All contractual documents and information presented as confidential by one Party to the other (hereafter "**Confidential Information**") shall be treated as such. Each Party shall take reasonable measures to respect the strict confidentiality of Confidential Information and shall not divulge it to third parties without the other Party's advance written consent.

Each Party accepts that all Confidential Information received from the other Party may only be disclosed to employees or subcontractors with a need to know this Confidential Information for the purpose of performing the Parties' contractual obligations. These persons shall be informed of the confidential nature of the information and their obligation to treat it as such.

Confidential Information does not include: (i) information regularly in the possession of the receiving Party or known to it before receiving this information from the divulging Party and transmitted to the receiving Party with no confidentiality obligation; (ii) information regularly divulged to the receiving Party by another person; (iii) information that is in the public domain or enters the public domain through no inappropriate act or omission on the part of the receiving Party; or (iv) information developed independently by the receiving Party.

Certain Client information collected by the Company for legal reasons may be disclosed to third parties where the Company is required to do so by law or where there is a legitimate interest, in particular for public security reasons or for preventing, investigating, establishing or monitoring criminal offences. In effect, the confidentiality obligation laid down in this Article shall not forbid the Company from disclosing any information that it is required or permitted to disclose by the applicable legislation or professional standards, in particular as part of disciplinary, civil, commercial or criminal proceedings.

## 11. Processing of personal data pursuant to the General Data Protection Regulation (GDPR)

The Company shall process the data provided by the Client in accordance with the applicable legal and regulatory provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the

Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter “**the GDPR**”).

The Company shall process the Client’s personal data, such as contact details, identifying information and financial data as part of the performance of the contract. This data shall be collected for the following purposes: (i) to enable the performance of contracts, the provision of services and/or the supply of materials; (ii) to manage the relationship with the Client; (iii) to follow up the services performed; (iv) for invoicing purposes; (v) to develop the commercial relationship (marketing); (vi) to ensure the recovery of unpaid debts; and (vii) to manage any disputes.

The data shall be retained for the period necessary to accomplish the aforementioned tasks or for the Company to be able to comply with its legal obligations.

The Company shall take all necessary and reasonable technical and organisational measures to guarantee a high level of security regarding the data processed and to ensure that this data is protected from accidental, malicious or illegal destruction, accidental loss, alteration, unauthorised disclosure or access, or any other unlawful processing.

Access to the personal data is strictly limited to specific employees of the Company who are authorised to process it by virtue of their functions and are bound by a strict confidentiality obligation.

The data collected may potentially be shared with the Company’s subcontractors where necessary to fulfil the services desired by the Client. The Company shall ensure that when its subcontractors perform their services, they shall use the Client’s personal data in accordance with the applicable personal-data protection legislation.

Furthermore, the Company may be required to disclose the Client’s personal data to comply with a legal obligation or for dispute-resolution purposes.

In accordance with the GDPR, the Client has the right of information, access, rectification and deletion as regards the personal data pertaining to it. In addition, if there are legitimate grounds for doing so, the Client may object to the processing of its personal data or demand that this processing be limited. The Client may exercise its rights at any time by submitting a written request to the Company, or in particular the Company’s Data Protection Officer, by email ([dpo@petillances.com](mailto:dpo@petillances.com)) or post (Pétillances S.à r.l., DPO, 148, route d’Arlon, L-8010 STRASSEN).

By engaging with the Company, the Client acknowledges and accepts the collection and processing of its personal data and the data pertaining to the persons concerned as part of the aforementioned services approved by the Client.

The Company reserves the right to use this data in future to address communications to any client regarding service offerings that are similar or supplementary to their previous services and without prejudice to the recipient’s recognised right to request at any time in writing that the Company cease issuing these communications.

## 12. Applicable law and competent court

Luxembourg law shall apply to the contractual relationship between the Company and the Client, as well as to all contractual documents concluded between the Company and the Client, including these General Terms and Conditions.

Any disagreement regarding the validity, interpretation or performance of these General Terms and Conditions or of any other contractual documents concluded between the Client and the Company shall be subject to an attempt at amicable settlement.

Should a conflict persist, the courts of Luxembourg City shall have exclusive jurisdiction over any disputes arising from the contractual relationship between the Company and the Client and from all contractual documents concluded between the Company and the Client, including these General Terms and Conditions.

### 13. Miscellaneous

The Company reserves the right to amend these General Terms and Conditions at any time without advance notice.

In the event that one of the stipulations of these General Terms and Conditions or the other contractual documents becomes null and void, inapplicable or illegal, whether in full or in part, the validity of the other stipulations of these General Terms and Conditions or the other contractual documents shall remain unaffected.

The Company's staff who provide the services to the Client shall under no circumstances be considered employees of the Client. Each Party shall remain an independent contracting party. Neither Party shall be compelled by the other Party, or bind the other Party, in any way whatsoever.

The Company reserves the right to subcontract all or part of its services to third parties. It may also cede, grant a sublicense, transfer or relinquish in any other way any of its rights or obligations stemming from the contractual relationship to a third party without requiring the other Party's consent.

During the performance of the contractual relationship and for a period of twelve (12) months following performance, the Client shall neither directly nor indirectly approach any members of the Company's staff with a view to recruiting or engaging them (whether as an employee, a consultant or any other function) without the Company's advance written consent. In the event of a breach of this non-solicitation obligation, the Client shall, immediately upon the Company's request, pay the Company a daily indemnity of 2,000 euros until the Client definitively ceases to breach this obligation. This indemnity shall be payable no later than fifteen (15) calendar days of the Company noting the infraction. The daily indemnity shall be without prejudice to the Company's right to demonstrate a greater loss if applicable, and to claim damages for such.