

MLG SOLUTIONS – GENERAL TERMS AND CONDITIONS OF SALE For Training Services

ARTICLE 1. DEFINITIONS

The "Client" The Client is a professional or non-professional purchaser who buys Training Services from the Service Provider. The Client may be the person responsible for the training registration or the training participant.

The "Services" The Service Provider offers professional training services (intra-company / inter-company) tailored to the specific needs of organisations. These training programmes cover, in particular, communication, human resources, commercial development, as well as themes related to international and intercultural mobility. They may also include specialised topics such as cybersecurity or digital skills, depending on the Client's needs. Training may take place remotely, on the Client's premises, or in another venue rented at the Client's expense.

The "Service Provider" MLG SOLUTIONS, a sole-member limited liability company (SARL) Registered with the RCS of Bobigny under number 921 656 567 Registered office: 34 Avenue Aristide Briand, 93160 Noisy-le-Grand Represented by its manager, Mrs Mari-Liis GARCIA Intra-Community VAT number: FR39921656567

ARTICLE 2. SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to all purchases of Services offered by MLG SOLUTIONS (the "Service Provider") to professional and non-professional Clients. The main features of the Services are presented to the Client prior to placing any order. The choice and purchase of a Service are the sole responsibility of the Client.

These Terms apply to the exclusion of all others. They are systematically provided to every Client prior to the conclusion of any training agreement and shall prevail over any other contradictory document.

The Client declares having read and accepted these Terms prior to finalising the order. Validation of the order constitutes full and unconditional acceptance of these Terms.

These Terms may be amended; the applicable version is the one in force on the date of conclusion of the contract.

ARTICLE 3. INITIAL CONTACT BEFORE REGISTRATION

The Client may request registration by phone, email, online form, or via the Service Provider's LinkedIn™ messaging. A first call or video meeting will be scheduled to analyse the Client's needs. A second call or video meeting will then present the training content and pricing.

ARTICLE 4. QUOTATION AND TRAINING AGREEMENT

Following the second preliminary meeting, the Service Provider provides the Client with a quotation and a draft training agreement. The quotation constitutes a price offer valid for one (1) month.

If payment is to be made by an approved funding body, the Client must submit the funding request upon signature of the agreement and ensure that payment will be received no later than fifteen (15) days before the start of the training.

The quotation specifies: characteristics and quantities of the Services purchased, price and possible discounts, penalties for late payment (for professional Clients), and the date or timeline for service delivery.

ARTICLE 5. ACCEPTANCE OF THE ORDER

A training agreement (in duplicate) is sent by email and must be returned duly signed at least fifteen (15) days before the start date. The sale becomes final only after:

- signature of the training agreement,
- signature of the quotation,
- payment of the initial deposit.

The Service Provider provides the Client with a welcome booklet, internal rules, user notices, a training summary, and individual convocations.

The Service Provider may subcontract all or part of the Services. The Service Provider may refuse any order from a Client with outstanding payment issues.

ARTICLE 6. CANCELLATION POLICY

If the Client cancels or postpones the training, the following fees apply:

50% of the total fee if cancellation occurs between the 30th and 15th day before the start date.

100% of the total fee if cancellation occurs within 15 days before the start date.

These fees cannot be charged to the employer's training contribution and are not eligible for OPCO reimbursement. Any preparation costs remain payable.

ARTICLE 7. PRICING

Services are invoiced at the price stated in the quotation, in euros, excluding and including VAT. The amount invoiced corresponds to the full purchase amount.

Prices are subject to annual revision based on the following formula: $P1 = P0 \times (S1/S0)$ Where: P1 = revised price; P0 = initial price; S1 = updated index; S0 = base index. The applicable index is SYNTEC (France).

An invoice is issued upon completion of the Services.

ARTICLE 8. PAYMENT TERMS

Invoices are payable immediately upon receipt, without discount. Payments are considered final only after full clearance.

Late payments by professional Clients incur penalties at the ECB refinancing rate +10 percentage points, automatically and without prior notice. Late payment renders all outstanding sums immediately due and may result in suspension or cancellation of Services.

ARTICLE 9. SERVICE DELIVERY**9.1 Obligations of the Service Provider**

Services are provided within an agreed timeframe. The Service Provider is bound by an obligation of means. In case of delay not attributable to force majeure or the Client, the Client may request termination under applicable law. Any sums paid will be refunded within fourteen (14) days.

Unless expressly stated upon delivery, Services are deemed compliant. The Client has two (2) days to submit written claims.

The Service Provider may refuse registration or exclude a participant who disrupts the training or breaches the rules.

9.2 Obligations of the Client

The Client is responsible for internet access and equipment. Identification credentials are personal and confidential. The Client must protect their data from viruses and cyber risks.

ARTICLE 10. LIABILITY – WARRANTY

The Service Provider maintains appropriate professional liability insurance. The Client must report any defect in writing within twenty-four (24) hours. The Service Provider shall correct or refund defective Services within seven (7) days.

Liability is limited to amounts paid by the Client. The Service Provider is not responsible for force majeure or failures of the Client's systems.

ARTICLE 11. NON-PERFORMANCE EXCEPTION

Either party may suspend performance of its obligations if the other party seriously breaches its own obligations, in accordance with Articles 1219 and 1220 of the French Civil Code.

ARTICLE 12. TERMINATION

If a party fails to meet its obligations, the other party may terminate the contract after a fifteen (15)-day formal notice remaining without effect.

ARTICLE 13. FORCE MAJEURE

Neither party shall be liable for non-performance due to force majeure. By express agreement, force majeure includes: platform outages (e.g., LinkedIn™), illness, accident, natural disasters, pandemics, strikes, telecommunications interruptions, energy failures, or any event beyond reasonable control.

ARTICLE 14. PERSONAL DATA

Data is processed in accordance with French law and the GDPR. Clients may exercise their rights by sending a registered letter to MLG SOLUTIONS.

The Client agrees that the Service Provider may use certain information for promotional purposes unless opposed.

ARTICLE 15. INTELLECTUAL PROPERTY

The Service Provider holds all IP rights for training content and documentation. No right is transferred to the Client.

ARTICLE 16. APPLICABLE LAW

These Terms are governed by French law. In the event of translation, only the French version is legally binding.

ARTICLE 17. DISPUTES

Disputes unresolved amicably shall be referred to the competent French courts. The Client may also seek mediation.

ARTICLE 18. PRE-CONTRACTUAL INFORMATION

The Client acknowledges having received all required information before ordering and accepts that placing an order implies full acceptance of these Terms.

DISCLAIMER

This English translation is provided for information purposes only. In the event of any dispute, discrepancy or interpretation issue, the original French version of the General Terms and Conditions of Sale shall prevail.

Updated at Noisy le Grand, France, on November 25, 2025