

BSB General Terms and Conditions of Sale

ARTICLE 1 - PURPOSE AND SCOPE

The purpose of these General Terms and Conditions of Sale is to govern the commercial relationship between :

- the EESC ESC Dijon-Bourgogne, a state-recognised private higher education institution, identified in detail in the following article 2, hereinafter called " BSB ".

and

- the person who registers for a BSB training programme, whatever the specific admission modalities and conditions of the programme in question, and whatever the way of financing, hereinafter referred to as "the student".

BSB and the student being hereafter referred to together as the Parties.

Each student who wishes to join a BSB educational programme accepts the present conditions as soon as he/she registers for a BSB educational programme.

If the student is a minor, these stipulations are also binding on the student's legal representative(s). In the latter case, once the student has reached the age of majority, he/she alone will be bound by the provisions of the General Terms and Conditions of Sale.

For the purpose of the performance of the present contract and its consequences, each of the parties elects domicile :

-For BSB, at its registered office,

-For the student at the address indicated in the personal file that he/she will have confirmed or filled in the registration file.

Any change of address must be notified to the other party in writing as soon as possible in order to be enforceable.

The present General Terms and Conditions constitute the basis of the commercial relationship between the student and BSB and are systematically given to each student who registers for a training programme. These terms and conditions are completed by special conditions that are included in the programme's Pedagogical Regulations, in the Internal Regulations or in the Teaching Agreement.

ARTICLE 2 - LEGAL IDENTIFICATION AND CORPORATE PURPOSE OF BSB

Legal form	Consular Higher Education Institution EESC
Education UAI number 0210099U. Trainer No. 27 21 03685 21	Statute instituted by law n° 2014-1545 of 20 December 2014
Siret N° 823 945 753 00015 Intra VAT number FR 45 823945753	Private company founded by a Public Administrative Establishment and private shareholders
NAF code 8542 Z	Company with a Supervisory and Management Board.
Company name	ESC DIJON-BOURGOGNE (Siret 823 945 753 00015)
Trade name	BURGUNDY SCHOOL OF BUSINESS, "BSB" in the present document
Head Office address	29 rue Sambin - BP 50608 - 21006 Dijon CEDEX - France.
Share capital	10,268,000 euros

BSB is a higher education and research institution governed by the provisions of section 5, chapter 1 of title 1 of book VII of the Commercial Code, and by the provisions applicable to limited companies insofar as they do not contradict the specific provisions governing consular higher education institutions (EESC).

BSB manages, organises and develops teaching and research activities for the preparation of degree or certification courses in the field of management, administration, coaching and development; issues diplomas corresponding to these courses; organises and develops training activities for the benefit of executives and company managers; creates, develops, manages and organises initial and continuing training programmes in fields related to management, management, coaching and development of companies and private and public organisations in France and abroad; organises activities to promote higher education in management and

management, and in particular research activities, dissemination and publication by all means of research work or teaching programmes; provides all services ancillary to the training, teaching and research services referred to above; carries out all actions corresponding to its teaching, training and research missions, in particular by means of partnerships, associations or groupings; assists in the professional integration of students and graduates; accompanies, organises events, finances investment through any equity investment or any action with a view to encouraging the entrepreneurial spirit, the creation/takeover of companies by its stakeholders, in particular its students and graduates, whatever the legal and capital structure carrying the entrepreneurial activity (individual company, company, group of companies, etc.) in France and abroad.) in France and abroad; participates, by all means, directly or indirectly, in all operations that may be related to its corporate purpose, through the creation of new companies, contributions, subscriptions or purchases of securities or corporate rights, mergers or otherwise, the creation, acquisition, leasing or management of all businesses or establishments; the acquisition, operation or transfer of all processes and patents relating to these activities; and generally, to carry out all industrial, commercial, financial, civil, movable or immovable property transactions that may be directly or indirectly related to the corporate purpose or to any similar or related purpose.

The BSB, in charge of an activity of general interest, carries out its missions on a non-profit basis. BSB aims at generating a positive and significant social, societal and environmental impact in the exercise of its activities.

ARTICLE 3 - TRAINING PROGRAMMES

The student chooses the training programme on which he or she registers, subject to the admission requirements for that programme.

Every registration for a BSB programme is subject to a Teaching Agreement with the Student. The Teaching Agreement is completed, validated and signed online, and the registration implies the acceptance of the Pedagogical Regulations of the programme, the Internal Regulations and the General Terms and Conditions of Sale in force on the day of the signature.

ARTICLE 4 - PROGRAMME FEES

The tuition fees for the programmes are those in force on the day of the student's registration. They are denominated in euros, excluding taxes.

BSB reserves the right to modify its tuition fees at any time. However, the BSB commits itself to invoice the programmes at the prices indicated at the time of the student's registration and mentioned in the Teaching Agreement.

Tuition fees are therefore communicated to the student at the time of registration for the expected duration of the programme. Multi-year programmes are subject to a price revision clause for the academic years N+1 and following, which depends on the level of inflation. This clause may cause the tuition fees for the years N+1 and following to vary, upwards or downwards, according to the consumer price index (identifier 001759968), but in any case with a minimum and a maximum limit precisely determined in the Teaching Agreement of the programme chosen by the student. BSB reserves the right, exceptionally, not to apply this price revision clause.

The tuition fees correspond to the period of study for which the student is enrolled, whether for teaching periods or other periods such as assignments and/or work experience.

Tuition fees are defined per programme, per academic year and per full semester. The tuition fees are fixed and must be paid on the contractual dates, whatever the number of courses followed by the student, the modalities of follow-up, the pedagogical activity (internship, exchange, double degree), the place where the student carries out the pedagogical activity (on a BSB campus, in a company for an internship, within an international or French partner university, in distance learning mode, etc.), and whatever the outcome of the training (graduation or not).

The tuition fees include the programme's teaching, the support and follow-up by specialised teams, the provision of course materials, the access to BSB resources and services, according to the conditions set out in the pedagogical and internal regulations.

Tuition fees include in principle the tuition fees of the Partner Universities for the academic exchange semesters (excluding transport, insurance, accommodation, food and personal expenses). However, exceptionally, for certain destinations, an additional tuition fee may be requested and is subject to a specific contract. The same applies to certain study trips.

The amount of the tuition fees does not include the Contribution de Vie Etudiante et de Campus (CVEC referred to in article 10), the student's personal insurance in the context of his/her studies referred to in article 13 hereof, his/her social security and health insurance costs, registration for entrance examinations, registration for various external examinations, or certifications, membership fees for student associations, the cost of acquiring all kinds of materials and books, accommodation, transport, living expenses related to semesters in a Partner University, expenses related to study trips (unless special provisions are specified by the programmes at the time of registration).

When the student is not up to date with his tuition fees, BSB reserves the right to suspend access to all or part of the resources made available to him at the time of registration, without prejudice to the implementation of a recovery procedure.

ARTICLE 5 - MULTIANNUAL PROGRAMMES AND TRANSITION TO THE NEXT YEAR

Passage to the next year is the sovereign decision of the Annual Jury, the functioning of which is described in the Pedagogical Regulations. In the event of a partial or total repetition of the year by the Jury, the tuition fees due are defined by the Teaching Agreement signed at registration. In the event of exclusion, the contract is terminated and the student or his/her financial guarantor/legal representative is not liable for the subsequent years initially provided for in the contract. The current and previous years remain the property of the BSB.

ARTICLE 6 - PAYMENT OF SCHOOL FEES

Payment of tuition fees must be made at the latest on the contractual date accepted at the time of registration. A formal notice of default after the contractual deadline may lead to measures which may include the termination of the Teaching Agreement and the definitive exclusion of the student, independently of the pursuit of the recovery of the sums due.

ARTICLE 7 - OPTION OF WITHDRAWAL - TERMINATION BY THE STUDENT

In addition to the right of withdrawal referred to in article 14 hereof, and subject to the details indicated below, the student or his/her legal representative may decide to terminate the Teaching Agreement by registered letter with acknowledgement of receipt addressed to the Management of the Programme concerned.

Before the start of the first academic year of the training programme, the implementation of this right of withdrawal will result in the loss of the sums paid to BSB within the limit of the amount of the deposit, of the non-refundable deposits, of the registration fees, of the file fees, and subject to possible specific provisions relating to the regulations of the different admission competitions.

For the following academic years, if the decision to terminate is received (date of the notice of receipt or the receipt being proof of this) before the 1^{er} day of the programme followed, it will result in the cancellation of the tuition fees due for the subsequent years. As from the 1^{er} day of the programme, the request for cancellation will not be retained and will have no effect on the invoicing of the tuition fees, the full tuition fees for the academic year being payable by the student.

ARTICLE 8 - TERMINATION BY BSB

The BSB can terminate the Teaching Agreement, in particular by decision of the Disciplinary Board, in case the student violates the provisions of the internal regulations which have been brought to its attention or does not respect the payment deadlines. In case of termination by the BSB, no amount will be refunded to the student and the BSB will pursue the recovery of the outstanding amounts for the terminated registration.

ARTICLE 9 - THIRD PARTY FUNDING IN AN ADDITIONAL TREATY FRAMEWORK

When the training of a student is taken care of by a company within a legal framework such as apprenticeship, and/or by a professional organisation, it remains obligatory for the student to accept the present General Terms and Conditions, even if a specific and regulated contract is to be applied, for all or part of the student's course within BSB.

ARTICLE 10 - STUDENT AND CAMPUS LIFE CONTRIBUTION (CVEC)

The student life and campus contribution (CVEC) was instituted by the Law " Orientation and success of students " promulgated on 8 March 2018. Each student enrolled in initial training or apprenticeship must pay the CVEC to the competent authorities and provide BSB with the required certificate for the academic year.

ARTICLE 11 - STUDENT STATUS

The registration on one of the BSB programmes confers the status of student. A registration certificate will be issued to the student after reception of the signed Teaching Agreement and the complete registration file. A student card will be delivered to each student. In case of loss of the card, a new card can be reissued. The reissue of the student card will be subject to a charge. During periods spent in a company, the student retains his/her status on condition that an Internship Agreement as defined by the Education Code is signed.

ARTICLE 12 - PERSONAL DATA

The personal information (surname, first name, postal and e-mail addresses, nationality, date and place of birth, former transcripts, IBAN, INE, parents' contact details and professions, and other required data) collected by BSB is necessary for the registration of the Student and for the drafting of the Teaching Agreement that he/she signs with BSB. They are subject to a secured digital processing.

It is specified that certain personal data may be transmitted to government departments (supervisory ministry) in the context of the latter's requests (juries, annual surveys), to student or graduate associations to which the Student belongs, to accreditation bodies and to academic partners, particularly during an international exchange.

In accordance with the regulations applicable to the protection of individuals with regard to the processing of personal data and the free circulation of such data, the student has the right to access, communicate, rectify and even oppose information concerning him/her. If the student wishes to exercise any of these rights or obtain information about him/her, he/she may do so by sending an email to the following address: dpo@bsb-education.com.

ARTICLE 13 - INSURANCE

Throughout their studies, students undertake to take out insurance to guarantee their social protection and civil liability. Similarly, as part of their course, students may be required to travel internationally. It is therefore essential that they have insurance to cover them personally during this period. It is up to them to contact professionals in the mobility insurance market in order to subscribe to the solution best suited to their needs.

BSB will take out an insurance policy with a solvent insurance company represented in France, guaranteeing its own assets and a " Civil Liability " insurance contract guaranteeing the financial consequences of the responsibilities that it may incur, as a result of its activities, due to bodily injury, material and/or immaterial damage caused to third parties.

ARTICLE 14 - RIGHT OF WITHDRAWAL

In the event that the Teaching Agreement has been concluded outside the institution, the student and/or his/her legal representative have a right of withdrawal for 14 days from its conclusion. This period will be reduced to 10 days for registrations related to professional training. The student must inform BSB of his decision to withdraw by means of a registered letter with acknowledgement of receipt. The reimbursement of the tuition fees paid in advance will be made according to the same method of payment and on the bank account used at the time of the conclusion of the Teaching Agreement, within a period of one month from the reception of the retraction request.

ARTICLE 15 - INTERPRETATION, APPLICABLE LAW AND COMPETENT COURTS

In the event that one of the clauses of these General Terms and Conditions of Sale is declared null and void with regard to a rule of law or a judicial decision that has become *res judicata*, only the clause will be deemed unwritten and the other clauses will retain their full and complete applicability if the general economy or balance of these terms and conditions is not compromised.

In the event of a discrepancy between the French and English versions, only the French version of these General Terms and Conditions of Sale shall prevail.

All relations between the Parties and, if applicable, their legal representatives are governed by French law and its jurisdictions.

In case of difficulties relating to the application of the present General Terms and Conditions of Sale, the student and, if applicable, his legal representative can have recourse to a mediation service free of charge in order to settle amicably any dispute arising with BSB.

<https://www.education.gouv.fr/contacter-la-mediatrice-de-l-education-nationale-et-de-l-enseignement-superieur-et-les-mediateurs-10559>

In the absence of an amicable solution, any dispute relating to these General Terms and Conditions of Sale, their interpretation or their execution, may be brought before the competent court in application of the rules of common law.

Done in Dijon on 28 February 2023

The Chairman of the Management Board of BSB,

Stéphan BOURCIEU

