

GENERAL CONDITIONS OF SERVICE EXECUTIVE EDUCATION

Activity registered with the Prefect of the Ile-de-France Region under the n° 11755600175

1. PURPOSE AND CONTRACTUAL SCOPE

1.1. The purpose of the present General Conditions of Service (GCS) is to set the conditions under which ESCP Europe undertakes to provide in-service professional training.

ESCP Europe designs and delivers short or long courses, face-to-face or e-learning courses or mixed courses (combining both face-to-face and online classes, which can be called "Blended").

1.2. The present GCS apply to any contract concluded with individuals as well as to any agreement concluded with companies.

1.3. The present GCS apply regardless of the provisions that appear in the Client's documents and particularly in its General Purchasing Conditions.

1.4. For certain courses, Special Conditions of Service replace or complement the present GCS. Special Conditions of Service may feature after the present GCS or on the quote or the order form or be sent to the client with one of these documents. In the event of contradiction between the Special Conditions of Service and the present GCS, the provisions of the Special Conditions of Service shall prevail.

1.5. In the event that any of the provisions of the present GCS are declared null and void or to deemed unwritten, all the other provisions will remain in force and will be interpreted in such a way as to respect the original intention of the parties.

1.6. ESCP Europe may modify the present GCS at any time. The applicable GCS are those that have been sent to the Client and accepted by him.

2. DEFINITIONS

- Inter-company course: course whose content is described in the brochure, the course catalogue or on the site <http://www.escp.eu/> dispensed on our premises or on those of our partners;

- Qualifying Courses (career change for adults): course leading to a qualification whether or not it includes internships in companies;

- Intra-company course: custom-made course for a Client and delivered at the Client's site or at other premises;

- Online courses : distance learning device, through electronic means ;

- Client: legal entity or natural person who purchases a service;

- Company : legal entity that purchases the service ;

- Trainee: natural person who benefits from a training course ;

- Funding organisation: national, regional or branch organisations that finance training activities. national, regional or branch organisations that finance training activities.

3. MODALITIES FOR THE EXECUTION OF THE TRAINING

3.1. Contractual documents

The Course shall be conducted in accordance with the specifications set forth in the present GCS, in the contract/agreement concluded with ESCP Europe, as well as in the Educational Regulations of the Programme and the Rules of procedure of ESCP Europe.

3.2. Diplomas/Certificates

When the Programme provides for the award of a Diploma or Certificate, the Trainee will only be given this document under the following conditions subject to compliance with the conditions for obtaining the Training, as defined in the Educational Regulations of the Programme, as well as the execution by the Trainee and the Third Party Payer of their obligations under these GCS and the contract/ agreement, in particular the payment of the price.

3.3. Modifications/Adaptations

ESCP Europe reserves the right to adapt or modify, at the initiative of the Programme Director and in accordance with the pedagogical objectives, the content, the schedule and the means used as initially defined in the model of the

Programme provided for in the contract/training agreement (in particular by means of online courses).

ESCP Europe reserves the right to replace the speakers initially planned to provide the Training by other speakers, while guaranteeing a training of identical quality.

3.4. Campus - international travel

For the implementation of certain Training Courses, ESCP Europe offers the possibility or imposes that the education takes place :

- on one or more ESCP Europe campuses;
- in the form of seminars or trips abroad to other educational institutions.

These training activities therefore take place in institutions located in different foreign territories.

The Trainee must take care of all administrative formalities and costs related to travel concerning these Programmes, unless other conditions are provided for in the contract/agreement.

The Trainee shall be exclusively responsible for obtaining the visas and residence permits necessary for the proper conduct of his/her Training.

ESCP Europe shall not be held responsible in the event of failure to obtain a residence visa, which would hinder the progress of the Programme.

In addition, it is the responsibility of the Trainee to verify that his/her personal and/or professional insurance covers him/her for the entire period of his/her training abroad, and in particular with regard to :

- Civil Liability ;
- Individual Accidents ;
- Repatriation Assistance ;
- Medical expenses abroad.

The Trainee may be asked to sign a certificate on his or her honour certifying that he or she has taken out an insurance policy covering the above-mentioned guarantees.

3.5. Online training courses

3.5.1. Description

ESCP Europe can offer e-learning courses through any pedagogical platform, whether internal or external.

The platform may have the following tools at its disposal so that Trainees can receive effective distance learning: resource storage and document repositories, live or recorded virtual classes, communication tools (chats, forum and internal messaging).

3.5.2. Access to the platform and right of use

To access the platform, each Trainee will receive by email a login and a password to access his or her training area and benefit from the platform's contents and services.

The Trainee ensures that he/she has all the tools and equipment necessary to access the platform and benefit from its services and content (telephone, computer, smartphone or tablet, Internet network, necessary software, etc.).

The Trainees are solely responsible for the preservation and confidentiality of their identifiers and passwords and undertake not to communicate, transfer, sell or rent their identifiers to a third party, whether for commercial or illegal purposes.

It is also forbidden to set up any computer or electronic process allowing third parties to access the platform's contents in an illicit manner.

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In the event of a breach by the Trainee of any of the provisions of the Intellectual Property Code or of any of the obligations arising upon him/her under the present GCS, ESCP Europe reserves the right to suspend access to the platform.

The suspension of access to the platform may be carried out automatically, without prior notice, and may not give rise to a request for reimbursement or compensation.

The Client, legal entity, undertakes to ESCP Europe to ensure that its Trainees comply with the present clause, failing which it will be liable for any fraudulent or abusive use of the access codes by its Trainees.

The Client and/or the Trainee will inform ESCP Europe immediately of the loss or theft of his/her login and password.

The terms of use of the platform will be specified by email to the Trainee.

3.5.3 Service Interruption

ESCP Europe endeavours, as far as possible, to provide access to the platform 24 hours a day, 7 days a week, but may be required, itself or its service provider, to interrupt access to the platform (or to part of the services) at any time without notice, without any right to compensation in case of :

- an event constituting "force majeure";
- possible breakdowns;
- maintenance interventions necessary for the proper functioning of the platform.

Trainees will be notified either by e-mail or by a message on the platform's home page.

Trainees acknowledge and accept that ESCP Europe is not responsible for the consequences that may arise from an interruption of service for the Trainee.

Furthermore, ESCP Europe shall not be liable in the event that access to the platform is unavailable.

4. ACCEPTANCE OF ENROLMENT

4.1. For Clients legal entities:

Enrolment is validated on receipt of the deposit if applicable (amount indicated on the training agreement or on the order form as constituting a training agreement) and on receipt of the training agreement or order form as constituting a training agreement, signed and stamped by the company.

4.2. For Clients natural persons:

Enrolment is validated on receipt of the signed training contract and a deposit of 30% of the price of the course. Payment of this deposit cannot be required before expiry of the 10-day cooling-off period which begins on the date of signature of the contract, in accordance with Article L. 6353-5 of the Code de travail. It is specified that the withdrawal period is extended to 14 days for contracts concluded at a distance, in accordance with Article L.121-16 of the Code de la consommation.

4.3. For qualifying courses:

Registration is moreover subject to the admission decision made by the selection panel or other decision-making body.

5. LIABILITY

5.1. Any enrolment on a course implies observance by the Trainee of the ESCP Rules of procedure applicable to the relevant premises, which will be made available to him/her.

5.2. ESCP Europe cannot be held responsible for any loss or damage to objects or personal effects brought onto the premises by Trainees.

5.3. It is the responsibility of the Client and/or the Trainee to check that their personal and/or professional insurance covers them during the course.

6. PRICE – INVOICING AND PAYMENT PROCEDURES

6.1. Prices are indicated on the order form and/or the training agreement and/or contract. They are net of tax since ESCP Europe is not subject to VAT in application of Article 261 paragraph 4-4 of the French General Tax Code.

6.2. Invoicing and payment procedures are set out on the order form and/or training agreement and/or contract.

6.3. Discounts or reductions

For some of its Programmes, ESCP Europe may decide to grant a discount on the standard price of the Programme if the Trainee fulfils the following cumulative conditions :

- the submission of his/her application file within the deadline set by ESCP Europe ;
- the payment of the sums due to ESCP Europe. The amount and deadlines are defined in the admission letter sent to the Trainee and in the contract/agreement signed with ESCP Europe.

If these deadlines are not respected or if the totality of the sums requested are not paid, the benefit of the discount will no longer apply and the Trainee must pay the price initially provided for without the discount (standard price).

Only Programmes that expressly provide for the application of this discount mechanism can allow its implementation.

7. FINANCING BY A THIRD-PARTY FUNDING AGENCY

7.1. When a course is financed by a third-party funding agency, it is the client's responsibility to:

- request the financing before the start of the course and ensure that the request has been accepted and that the agency has paid the sums required;
- to indicate explicitly on the order form and/or training agreement and/or contract which third-party agency should be invoiced, giving its exact name and address.

If the financing agreement from the third-party agency has not reached ESCP Europe on the first day of the course, the entire cost of the course will be invoiced to the Client. If the course is partly financed by a third-party agency, the balance will be invoiced to the Client.

In the event that the third-party agency refuses to pay the sums to which it had originally agreed as a result of absences, withdrawal or any other reason whatsoever, the Client shall bear the entire cost of the course, which will be invoiced to it.

7.2. When the Programme is financed by the Personal Training Account (PTA):

The Trainee must register on the "Moncompteformation.gouv" platform managed by the Caisse des Dépôts et Consignations.

In this event, the financing arrangements will be as follows:

- The Trainee will exercise his/her right to the implementation of the PTA on the platform "Moncompteformation.gouv";
- The Trainee will pay part of the sums linked to the training on the "Moncompteformation.gouv" platform (deposit); the payment of this amount alone will not allow the Trainee to have access to the training;
- the Trainee and/or the Company will pay the balance of the sums due directly to ESCP Europe, according to the terms and conditions set out in a training contract or agreement concluded separately between ESCP Europe and the Trainee and/or the Company and which completes the commitments subscribed to on the "Moncompteformation.gouv" platform;

The use of the amount available on the CPF, the amounts paid on the platform "Moncompteformation.gouv" and the amounts paid directly to ESCP Europe will constitute the totality of the price of the Programme.

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It is specified that the balance of the sums paid directly by the Trainee and/or the Company to ESCP Europe constitutes a simple method of payment and cannot be considered as an over-invoicing of the service and as such cannot be invoked as a breach against ESCP Europe.

8. PENALTIES FOR LATE PAYMENT AND SANCTIONS IN CASE OF FAILURE TO PAY

8.1. Penalties for late payment are due from the day following the due date without the need for any reminders.

The amount of such penalties will be three times the legal interest rate on the date on which the contract is executed.

8.2. For Clients that are legal entities:

In accordance with Article L. 441-6 of the French Commercial Code, if the invoice is not paid within the timeframe previously fixed, any delay in payment will lead to the requirement to pay late payment penalties at a rate equal to 10 points above the legal interest rate and a minimum standard payment of 40 (forty) euros for recovery costs, automatically due without the need for any reminder.

8.3. In the event of failure to make full payment of an invoice that is due, after formal notice has remained without effect for five calendar days, ESCP Europe reserves the right to suspend any ongoing courses and/or to terminate the contract.

9. CONVENING AND CERTIFICATE OF PRESENCE

9.1. A letter will be sent to the Client and/or Trainee indicating the exact location and time of the course. ESCP Europe cannot be held responsible for the non-receipt of this letter by its intended recipient, particularly in the event of the absence of the Trainee at the course.

9.2. An attendance certificate, drawn up in accordance with the presence sheets, will be sent to the Client and/or the Trainee after each course.

10. REFUSAL OF AN ORDER

In the event that a Client orders a course while having failed to pay for previous courses, ESCP Europe will be within its rights to refuse to accept the order or to deliver the course in question, without the Client being able to claim any indemnification for any reason whatsoever.

11. CANCELLATION – POSTPONEMENT – PARTIAL ENFORCEMENT- EARLY TERMINATION – ABSENCES – WITHDRAWAL OF THE TRAINEE

Any cancellation, postponement, partial enforcement, absences, withdrawal of the Trainee must be made in writing (e-mail, letter, amendment).

11.1 By a Client

11.1.1. By the Client, legal entity or Funding Agency (Cases of cancellation or withdrawal of the Trainee)

- In the case where the cancellation request is received by ESCP Europe between 30 and 15 calendar days before the start of the course, ESCP Europe will keep the deposit (or invoices the deposit if the deposit has not been paid).

- In the case where the request is received between 14 and one calendar days before the start of the course, ESCP Europe will keep the deposit (or invoice the deposit if the deposit has not been paid) and will invoice 50% of the total cost of the course by way of indemnification, having deducted any sums already invoiced and/or paid where applicable.

- Any cancellation on the date on which the course begins or in the event of failure on the part of the trainee to attend will lead to the invoicing of the entire cost of the course by way of indemnification, having deducted any sums already invoiced and/or paid where applicable.

- Once the course has begun, any cancellation or interruption will lead to the invoicing of the entire cost of the course, having deducted any sums already invoiced and/or paid where applicable.

- the deposit withheld and the invoicing of these sums is justified by :

o the administrative costs incurred by ESCP Europe;

o the reservation of the place in the Training program and the loss of ESCP Europe's income due to the vacancy of this place in the Training program.

- In any case, whether the cancellation is requested before the start of the Training Programme or once it has started, it is specified that for Intra-company programmes, ESCP Europe will charge the full price corresponding to the pedagogical engineering of the programme.

- Sums payable by the Client by way of indemnification are described as such on the invoice. They may in no circumstances be claimed against the contribution to the development of in-service training.

11.1.2. By a client who is a natural person (Cases of cancellation or withdrawal or absences of the Trainee)

- When the cancellation request is received by ESCP Europe before the expiry of the cooling-off period, no sum can be demanded from the Client.

- When the cancellation request is received by ESCP Europe after the expiry of the cooling-off period and before the start of the course, ESCP Europe will retain the deposit (or invoice the deposit if it has not been paid) where applicable, except in a case of force majeure.

- Except in cases of force majeure, any cancellation, abandonment or absence of the Trainee once the training course has begun will result in the invoicing of the total price of the training course, less any sums already invoiced and/or paid.

- The deposit retained as well as the invoicing of these sums is justified by:

o the administrative costs incurred by ESCP Europe ;

o the reservation of the place in the Training programme and the loss of ESCP Europe's income due to the vacancy of this place in the Training programme.

- The sums due by the Client by way of compensation are mentioned as such on the invoice.

11.2. By ESCP Europe

- In case of partial execution of the Training due to ESCP Europe, such as a reduction in the number of hours of the Training, the invoicing will be made on a pro rata temporis basis of the hours completed compared to the number of hours planned, after deduction, if applicable, of the amounts already invoiced and/or paid. However, this clause may only be applied if the number of hours not completed exceeds 10% of the number of hours initially planned for the Training.

- ESCP Europe reserves the right to **cancel** the Training Programme in its entirety or to **postpone** a training session or the entire Training Programme, in particular if the minimum number of participants required for pedagogical reasons is not reached. In this case, the Client shall be notified as soon as possible of such cancellation or postponement.

o In case of total cancellation of the Training Programme by ESCP Europe, the sums paid will be refunded to the Client.

o In case of postponement, ESCP Europe will propose new dates: if the Client accepts them, the sums already paid will be deducted from the price of the new training session; if the Client refuses them, these sums will be refunded to the Client.

- In any case, the cancellation or postponement of the Training Programme cannot give rise to the payment of damages on any grounds whatsoever.

11.3 Cases of "force majeure"

In accordance with Article 1218 of the Civil Code, a case of force majeure is any "event beyond the control of the debtor, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, prevents the performance of his obligation by the debtor".



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- Once the Programme has begun, when, as a result of duly recognised force majeure, the Trainee is unable to continue the training, he/she may terminate the contract. Where applicable, in accordance with Article L.6353-7 of the French Code du travail, the training services actually provided shall be invoiced pro rata temporis of their value provided for in the contract, after deduction, where applicable, of any sums already invoiced and/or paid.

- Once the Programme has begun, when, due to duly recognised cases of force majeure, ESCP Europe is unable to perform the Programme in accordance with the commitments initially provided for in the contract/agreement, ESCP Europe may adapt the terms and conditions of the organisation of the Programme (notably : postponement, e-learning, modification of the schedule, other speakers...).

In any case, in the event that it is impossible to postpone the Training or to adapt it by means of e-learning courses, at the discretion of ESCP Europe, the institution reserves the right to cancel the Programme. Where applicable, the Training services actually provided will be invoiced on a pro rata temporis basis according to their value as provided for in the contract, after deduction, where applicable, of any sums already invoiced and/or paid.

12. INTELLECTUAL PROPERTY RIGHTS

ESCP Europe owns the intellectual property rights to all the training courses it offers to its Clients.

By consequent, in order to ensure that intellectual property rights are respected, the Company and/or the Trainee may not use, represent, reproduce totally or partially, translate, transform and, more generally employ in any form or disseminate to members of its personnel who are not participating in the course or to third parties, course content or training aids in whatever media (paper, digital, electronical, orally...) used as part of the course without the express authorisation of ESCP Europe.

Any violation of this prohibition may lead to civil or criminal proceedings under the provisions of the French Code de la propriété intellectuelle.

In any case, ESCP Europe remains the owner of its tools, methods and know-how developed previously or during the execution of the services to the Client.

In addition, ESCP Europe owns all the rights to its trademarks, company names, trade names, brands, logos, signs, domain names.

13. NONDISCLOSURE

ESCP Europe, the Company and the Trainee reciprocally undertake to maintain the confidentiality of information and documents, whatever their form or nature (financial, technical, commercial, etc.), to which they may have access during the training course or during discussions that may have taken place before signing the contract/agreement.

14. DATA PROTECTION

By signing the contract/agreement, in order to enable ESCP Europe to manage the various aspects of training and to respect its contractual obligations, the Trainee, the Company and the natural persons who represent it (signatory, administrative contact, HRD, other persons...) authorises ESCP Europe to use his/her data for all the procedures related to his/her training, in particular:

- for the Company : for all procedures related to the implementation of the agreement,

- for the Trainee: for all procedures related to his/her education, and in particular for:

- o the transmission of his/her data to the various ESCP Europe campuses and partners (EU and non-EU) where he/she may study;
- o if applicable, in the event of a scholarship application, to the institutions awarding the scholarships;
- o for all matters directly or indirectly related to his or her status as a Trainee, in particular, and without this list being exhaustive:

* information on events and actions of the ESCP Europe Community,

* the transmission of his/her data to subcontractors in charge of the various aspects of his/her training (timetable, grading, diploma).

It is specified that such data, necessary for the training, must be conserved. If the Trainee exercises his right to delete data relating to him before the end of the course, he/she will be alerted by ESCP Europe services and if he confirms his/she wish to carry out such deletion he will be considered to have purely and simply given up the course.

It is specified that data necessary for the financing of the training must be conserved. If the Trainee or the Client exercises his/her right to delete data relating to him/her before the end of his/her training or before the end of the financing of his/her training, the Trainee or the Client will be alerted by ESCP Europe services. If he/she confirms his/her wish to carry out

such deletion, all sums still due shall become immediately due and payable, despite any instalment payment agreement. In the event of non-payment the schooling of the training will be suspended.

These data also enable ESCP Europe to better know the Client and to send them targeted information and offers.

* If the Trainee, Client, the natural persons that represent the Company so wishes, their contact details (telephone, e-mail) may be communicated to third parties so that they can communicate information about their products and services by these means. They must agree expressly.

In particular, by ticking the relevant boxes at the end of the contract or agreement, the Trainee, Client, the natural persons that represent the Company accept that :

- ESCP Europe may send him/her information about its products and services by letter, e-mail or SMS;

- ESCP Europe may transfer data collected concerning him/her to third-party companies in order to better know him/her or send him/her commercial information;

- ESCP Europe may transfer data concerning diplomas and/or certifications that the Trainee has obtained to companies responsible for disseminating this type of information or to other educational institutions or companies interested in the Trainee's experience.

To give his/her agreement, the Trainee, Client, the natural persons that represent the Company must tick the relevant boxes at the end of the contract or agreement.

Certain data relating to the Trainee, the Client, the natural persons that represent the Company, will also be conserved by ESCP Europe for the periods required by law in order to meet its legal obligations.

In any event, the data may be conserved and used, for an unlimited period, for statistical or scientific or historical research purposes, as long as they are rendered anonymous and respect the legal framework.

The Trainee is hereby informed and accepts that, for a period of five years after he/she has obtained his/her diploma, ESCP Europe may communicate his/her name and e-mail address to organisations, reviews and journals that publish rankings. As part of this communication, these organisations, reviews and journals may contact the Trainee directly, of which he is hereby informed.

Trainee data will be transmitted to the services of the Ministry of Higher Education, Research and Innovation within the framework of its surveys and, if necessary, to the Ministries in charge of higher education in the countries in which an ESCP Europe campus is located.

They will also be forwarded to the Conférence des Grandes Ecoles (CGE).

Finally, ESCP Europe wishes to make it clear that some of its partners are outside the European Union. ESCP Europe has taken all necessary measures to ensure that this transfer of data is carried out legally.

In accordance with the data protection law dated 6 January 1978 recently amended, the Trainee, the Client, the natural persons that represent the Company, has the right to access, modify, oppose and delete personal data relating to him/her by writing to the following addresses:



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- either by letter to "DATA PROTECTION OFFICER – ESCP Europe", 3, rue Armand Moisant, 75015 Paris;
- or by e-mail: dataprotection@escp.eu

The request must be accompanied by a photocopy of proof of identity signed by the applicant and must state to what address the response should be sent. A response will be sent within two months of receipt of the request.

As part of its activities, ESCP Europe may produce or have produced photographs or videos of its establishments and its Trainees.

Such photographs or videos may show a group of Trainees or individuals. They may be produced during activities involving trainees or, when they show the trainee individually, be produced at the request of ESCP Europe or for a particular event.

By signing the present GCS, the Trainee and the natural persons that represent the Company, authorises ESCP Europe, for the Trainee to use his/her name, first name and his/her image (photograph or video), for the Company to use its company name and logo, to capture them using any means at its disposal and to broadcast them at any event or for any internal or external ESCP Europe publicity, promotional or communication activity in mainland France and Europe, without providing the client with any payment, right or advantage whatsoever. For example, such processes could involve the broadcasting of a video on the ESCP Europe screens and /or the use of a photograph in a brochure, etc.

The Trainee also agrees that ESCP Europe may communicate any image or video to any third party of its choice to allow the broadcasting of the said image or video or to represent ESCP Europe.

This right to the image or the publication or broadcast of the image of the Trainee, as well as the captions or commentaries accompanying the said publication or broadcast may in no way detract from the dignity, private life or reputation of the Trainee.

The Trainee may change his/her mind about this authorisation at any time. To do so he must inform ESCP Europe by letter sent to the following address: ESCP Europe – Direction Communication – 79, avenue de la République, 75011 Paris.

Any such request will become effective 15 days after it has been received.

However, it is expressly specified that if a representation of the Trainee's image is found on communication material that would be difficult to withdraw or whose withdrawal would cause financial prejudice or prejudice to the image of ESCP Europe, the latter may continue to use such material until publication of new versions that no longer contain the images whose withdrawal the client has requested, which the Trainee accepts.

ESCP Europe draws the Trainee's attention to the fact that the withdrawal of the authorisation to use an image or the refusal of such authorisation to use an image will either lead to the Trainee being excluded when images are produced or to his face being masked or blurred.

15. APPLICABLE LAW – COMPETENT COURT

Any disputes relating to the sale of goods or services by ESCP Europe as well as the application or interpretation of the present GCS are governed by French law. Any dispute relating to training contracts or agreements will first be discussed in order to reach an out-of-court agreement. Failure to reach such an agreement will lead to the party that initiated the dispute bringing it before the competent court.

For natural persons:

Natural persons are informed that they can use a conventional mediation procedure and that they can refer any dispute with ESCP Europe to the Paris Academic Mediator. The Paris Academic Mediator may be contacted as follows:

- by letter: Médiateurs Académiques - Académie de Paris, 47, rue des écoles 75005 Paris;
- by electronic means: either
https://www.ac-paris.fr/portail/jcms/p2_1227766/saisine-par-voie-electronique,
or mediateur.acad@ac-paris.fr

DATE, SIGNATURE, COMPANY STAMP