

LUXSE GESTIONNAIRE D'UN ORGANISME DE FORMATION PROFESSIONNELLE CONTINUE

Autorisation d'établissement N°10102007/0

REGISTRATION FORM

LGX Academy

First name:

Last name:

Company:

Job title:

E-mail address:

Kindly choose the desired course as per the table below

Course dat	e ¹		Number of participants	Unit price (EUR) excl. VAT	TOTAL (EUR) excl. VAT ²
I. Fundamentals of Sustainable Finance • 6h					
3h	Module 1	Introduction to Sustainable Finance			
3h	Module 2	The EU Sustainable Finance Policy and Legislative Development			
2. Sustaina	ble bon	ds: market, principles and taxonomies • 6h			
3h	Module 1	Sustainable Bonds Market			
3h	Module 2	Sustainable Bonds Principles and Green Taxonomies			
3. Sustainat	ole Bond	s Ecosystem • 6h			
2h	Module 1	External Review for Sustainable Bonds			
2h	Module 2	A Closer Look at Sustainable Bonds Reporting			
2h	Module 3	Sustainable Bonds case studies			
Other					
TOTAL					

¹ In case of cancellation from the side of LuxSE due to lack of participants or any other force majeure, the applicant has the choice to ask for a refund or to choose another available date.

² The above mentioned amount is to be paid to LuxSE account once the Invoice is issued by LuxSE and in any case before the start date of the course

Invoicing information

First name:	Last name:
Or	
Company: (If applicable)	
Address:	
City:	
Zip code:	Country:
Phone No.:	VAT No.: (if applicable)
E-mail address:	
Your references: (purchase number, order number, etc.)	
Date:	Signature:

Name:

TERMS AND CONDITIONS

Preamble

Société de la Bourse de Luxembourg, operating under the commercial name "Luxembourg Stock Exchange", with its registered office at 35A Boulevard Joseph II, L-1840 Luxembourg, hereafter referred as "LuxSE" has been approved as manager of a continuous vocational training establishment (gestionnaire d'un organisme de formation professionnelle continue) as of 23 December 2019.

LuxSE has launched the LGX Academy that offers continuous vocational training (formation professionnelle continue) services relating to sustainable finance to companies, institutions, and individuals.

The following are the terms and conditions, which govern the provision of vocational training services by LuxSE.

1. Definitions

"Agreement" means the present Terms and Conditions together with the Registration Form.

"Client" means the natural person or legal entity who/ which has registered for a Training;

"Confidential Information" means any and all information, whether in oral or written form, related to a Party, the Training, a Party's business, customers, activities, organization or group (including but not limited to its affiliates and subsidiaries), systems, products, know-how, marketing plans, operational and/ or technical processes, procedures and its services.

"Participant" means any natural person who will attend the Training. For the avoidance of doubt, if the Client is legal entity, Participant shall mean any employee, officer or director of the Client who will attend the Training.

"Parties" means collectively LuxSE and the Client.

"Party" means individually LuxSE or the Client.

"Registration Form" means the registration form to be completed and executed by the Client to register for a Training.

"Supporting Documents" means, where applicable, all items, in any form, whether written or electronic, produced and/ or delivered by LuxSE in connection with or for the purposes of the Training. For the avoidance of doubt, Supporting Documents include any teaching and course materials.

"Training" means the seminar, workshop or training session to be planned, prepared and/ or organised by LuxSE to which the Client has registered for.

2. Rights and obligations of LuxSE

LuxSE shall perform its obligations as defined in the Agreement with all reasonable care and diligence.

LuxSE shall be free to determine and use the pedagogical methods and tools it reasonably deems appropriate for the Training.

LuxSE reserves the right, at its discretion, without this giving rise to any right of indemnity, to (ii) exclude at any time any Participant whose behavior would not be deem appropriate and/or adequate, is likely to hinder the proper running of the Training and / or may violate procedural rules and (ii) to exclude such Participant from participating in any further events, trainings or other activities organized by LuxSE.

3. Rights and obligations of the Client

The Client will ensure that the Client and/or the Participant has all the reasonably necessary equipment for the Training. The Client recognizes and agrees that no IT equipment shall be provided by LuxSE for the Training.

The Client shall ensure that no part of the Training is recorded, reproduced or transmitted without the prior written consent of LuxSE.

4. Duration

This Agreement shall commence on the date stated in the Registration and shall remain in force until the full completion of the Training unless otherwise agreed between the Parties.

5. Fees and payment

Costs related to the Supporting Documents (as the case may be) are included in the price of the Training.

All fees shall be paid in EUR only. All charges related to the payment of the fees shall be exclusively borne by the Client.

Invoices will be sent by LuxSE to the person of contact designated by the Client in the Registration Form.

Full payment of the invoice shall be made by the Client before the start date of the Training. If LuxSE has not received full payment of the invoice before the start date of the Training, LuxSE reserves the right to cancel the Training.

6. Cancellation and postponement

LuxSE reserves the right to replace a non-available trainer with a person of equivalent technical and pedagogical skills.

In the event LuxSE is unable to fulfil its obligations on the date specified in the Registration Form and if no agreement regarding a postponement or re-scheduling of the Training within six months can be found between LuxSE and the Client, all fees paid by LuxSE shall be refunded in full to the Client.

In the event of the cancellation of the Training by the Client, the Client shall pay the following fees:

- If a cancelation is received by LGX more than 15 days before the course the invoice is not due anymore or to be reimbursed and LGX must inform finance
- If a cancelation is received by LGX between 15 days and 7 days before the course then the course is 50% due
- If a cancelation is received by LGX between 7 days and 1 days before the course then the course is 75% due
- If a cancelation is received by less than 1 day then the course is 100% due

7. Liability

LuxSE does not give any representation or warranty and does not accept any responsibility or liability of any kind whether for the accuracy, correctness, reliability for the fitness for a particular purpose of the Training and/or the Supporting Documents or for any action refrained or taken or results obtained from the use of the Supporting Documents and/or any other information obtained during the Training. The Training and the Supporting Documents shall not be substitute for the Client's own researches, investigations or consultation for professional or legal advice. Under no circumstances shall the Training be considered as a consultancy service or equivalent.

Any personal view or opinion expressed by a speaker during the Training is his/her own and does not necessarily reflect the position of LuxSE. LuxSE disclaims any responsibility or liability related to any personal opinion that may be expressed by a speaker during the Training.

LuxSE shall have no liability or responsibility of any kind for any loss, damage, cost, claim or expense incurred by the Client and/ or any third party arising out of or related to the Training and/or the Supporting Documents except in case of (ii) LuxSE's willful misconduct, gross negligence or fraud or (ii) death or personal injury.

The aggregate liability of LuxSE shall not exceed an amount equal to the total amount of fees paid or to be paid by the Client under the Agreement.

LuxSE shall have no liability or responsibility of any kind for any indirect, special, incidental, reputational or consequential loss or damage as well as for any loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss or waste of management or other staff time when they are considered as indirect damages under Luxembourg law or case Law.



8. Confidentiality

Each Party (the "Receiving Party") shall keep the Confidential Information of the other Party (the "Disclosing Party") secret and confidential and shall not (without the prior written consent of the Disclosing Party) intentionally or unintentionally disclose any part of that Confidential Information to any third party. The Receiving Party shall not use the Confidential Information except for the exclusive purpose of performing its obligations or receiving the benefit of its rights under the Agreement.

Any Confidential Information shall at all times be and remain the sole and exclusive property of the Disclosing Party.

9. Intellectual Property

All intellectual and property rights related to the Training and Supporting Documents shall be and remain the sole and exclusive property of LuxSE and/or its licensors. Neither the signature of the Agreement nor the provision of the Supporting Document by LuxSE to the Client constitute or is construed as transferring or assigning any intellectual and/ or proprietary rights in the Training and/or the Supporting Documents to the Client.

The Supporting Documents shall be considered as Confidential Information and may not, without LuxSE prior written consent, (i) be used by the Client or the Participants for any purpose other than training purposes and/or (ii) be quoted or referred to or used for any other purpose.

The Client shall not, directly or indirectly, in whole or in part, use, reproduce, adapt, modify, translate, disclose, circulate, sell or distribute to its employees, officers or directors not participating in the Training or to any third parties the Supporting Documents without the prior written authorization of LuxSE.

10. Right of personal portrayal

The Client authorises LuxSE to (i) take some pictures during the Training including pictures featuring the Participants and (ii) to reproduce such pictures and publish them for commercial, advertising, promotional and/or corporate communication purposes including but not limited to on LuxSE's social media.

11. Endorsement and use of trademarks

The Client authorize LuxSE to use and reproduce the Client's name and logo (collectively the "Trademarks") (i) on LuxSE's website and social media and/ or (ii) in the brochures made by LuxSE to promote its own activities under the following conditions:

- The Trademarks remain, in all cases, the Client's sole and exclusive property. Nothing herein is constructed to assign, transfer, license or create in LuxSE's favour any entitlement or right in connection with the Trademarks other than the rights granted under this section 10;
- The use and reproduction of the Trademarks is allowed only to the extent reasonably necessary for and to the sole purposes of displaying the Trademarks on LuxSE's website and brochures as a client reference (in an illustrative way). AnyotheruseoftheTrademarksbyLuxSEisstrictlyprohibited;
- The Client may request LuxSE, at any time, to delete or remove the Trademarks from whole or part of LuxSE's website or brochures at any time;
- The Trademarks shall be displayed on the LuxSE's website, social media and brochures in a positive and illustrative manner, for the purposes of client reference. The Trademarks shall not be used in any manner that may be detrimental to the Client or that may materially impact the Client, its image or reputation.

12. Protection of Personal Data

LuxSE processes, in application of the Agreement and in accordance with the applicable data protection laws including the Regulation (EU) 2016/679 as amended from time to time ("GDPR"), as a controller, personal data (as defined in GDPR) as part of (i) the performance of this Agreement, (ii) statistical analysis, (iii) promoting LuxSE's products and services (unless the relevant persons optout) and (iv) improving LuxSE's products and services. This processing is in relation to the contact details of, as the case may be, the Participants and/or the persons of contact of the Client, transferred to LuxSE in the context of this Agreement. The personal data may be transferred to and shared with (i) external providers or suppliers in charge of (a) mailing, hosting and/or maintaining LuxSE's clients' database or (b) the material and/or technical organization of the Training and online exams(provided that LuxSE has taken all reasonable measures to ensure that such providers or suppliers will process the personal data in accordance with the applicable regulation) and (ii) with competent authorities (when required).

Personal data will be retained by LuxSE as long as necessary for the performance of the Agreement and for compliance with applicable laws and regulation. All data subjects have, amongst other rights, a right to access, amend or delete personal data in relation to them and to object to the processing of their personal data by LuxSE.

By executing this Agreement, the Client represents that is has informed the relevant data subject of the purpose and conditions of the processing of their personal data by LuxSE as described above.

13. Notices

All notices, requests and other communication related to this Agreement shall be given in writing and may be made by letter, email or facsimile.

All notices or other communications shall be addressed to the relevant person of contact designated in the Registration Form.

14. Miscellaneous

This Agreement constitutes the entire understanding between the Parties and it supersedes ail previous negotiations, commitments, understandings and agreements.

LuxSE may, at any time, with prior notice to the Client, subcontract whole or part of its duties under this Agreement to any third party.

No modifications to this Agreement will be valid unless made in writing and signed by the duly authorized representative of each Party.

The Agreement shall be governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg. LuxSE and the Client agree that the courts of Luxembourg shall have exclusive jurisdiction for any action or proceeding relating to the Agreement or the interpretation of the Agreement.

