

PRO GENERAL CONDITIONS OF SALE V2.2

September 19th, 2011

PREAMBLE

This is a translation of the original binding agreement in French. The aim of this English translation is to facilitate the understanding of the document but it is not official or legally binding. The original binding document can be accessed via the following link: http://www.gymglish.com/documents/CGV-GymGlish-PRO-fr-v2_2.pdf

The PRO general conditions of sale (hereinafter, "GCS") apply to all sales made by the company A9 SAS - GYMGLISH (hereinafter, "GYMGLISH") to professional customers (hereinafter, "Customer"). When validating an order, the Customer unconditionally accepts the order terms as well as all the GCS.

1- DEFINITIONS

"Service": refers to the performance by GYMGLISH involving the creation, execution, delivery and correction of personalized lessons sent by e-mail to the User's e-mail inbox via the GYMGLISH engine.

"Subscription": means the act of making the Service available to a User. Subscriptions have a fixed, limited duration. The Subscription start date is the date of activation. The Customer may freely substitute one User with another during the Subscription.

"User": refers to the natural person of legal age and capacity who uses the Service and on whose behalf the Customer takes out a Subscription. Each User follows a personalized learning Course.

"Lesson": refers to the lesson e-mail, the correction e-mail and, possibly, at the User's request, a supplementary correction e-mail, all of which are personalized for each User.

"Course": refers to the group of Lessons completed by and specific to each User.

2- SUBJECT MATTER

The purpose of the GCS is to define, on the one hand, the terms and conditions under which GYMGLISH makes the Service to which the Customer subscribes available and, on the other, the operation and use of this Service.

3- SUBSCRIPTION

(3.1) Description. Each Subscription allows the User to receive and complete a maximum of five (5) Lessons per week. The Service does not operate on public holidays. Each User chooses the days of the week on which he/she wants to receive the Lessons. In addition, he/she may choose the number of Lessons received, from a minimum of one (1) to a maximum of five (5) Lessons per week, considering the limitation above. GYMGLISH delivers a new Lesson once the User has completed the previous one. If the User does not complete the Lesson, GYMGLISH resends the same Lesson on the first available reception day seventy-two (72) hours after the initial delivery. Each User may also define 'days off' on which the Service will be suspended. This does not alter the main conditions of the GYMGLISH Subscriptions regarding price and duration. Compliance by the Customer and the User(s) with this Subscription description is an essential requirement of the GCS.

(3.2) Assistance and follow-up. Each Subscription includes online technical assistance. Certain subscriptions also offer individual teaching assistance, provided that such assistance is used within reason.

Each User has access to an individual follow-up space in which the exercise modules of the Lessons already completed are saved and can be kept after the Subscription expires. Also, the Customer has an online personalized space available, providing learning and administrative follow-up on the Course completed by each User during the term of Subscription. This space includes tables, analyses and reports.

At the end of the Subscription term, each User may receive a feedback questionnaire whose results will be delivered to the Customer at the time of validation.

(3.3) Service activation. The Customer agrees to provide GYMGLISH with a valid e-mail address for each User. Each Subscription is made available to the User one (1) business day after the order is received, unless a different request is made. Once made available, the Subscription will be immediately activated if no other service by GYMGLISH is already in progress; otherwise, it will be activated upon the expiration of the service previously subscribed to. In either case, the Customer agrees to activate the Service within three (3) months of the reception of the order, except where extension of such term is expressly agreed. Failing this, GYMGLISH will consider any Subscription to be activated by default as from the day following the end of these three months.

(3.4) End of Subscription. The Subscription ends upon expiration of the Subscription term specified on the purchase order, which will start on the activation date. This implies that the Service may not be available to a hypothetical User of the Subscription during the whole of the term specified on the purchase order if the Customer fails to activate the Subscription within three (3) months as set forth above.

(3.5) GymGlish & Teacher option. At the request of the Customer, the User subscribed to a GymGlish English course may also benefit from the free option called 'GymGlish & Teacher', involving the activation of a teaching summary sent regularly to a third party offering face-to-face and/or telephone English lessons which are not provided by GYMGLISH. Under no circumstances may GYMGLISH be held liable for the operation, commercial conditions or any other issue concerning this option. In order to use this option, the Customer agrees to provide GYMGLISH with the data required to activate the option.

4- PRICE

The price applied to the Subscription(s) is the one specified on the purchase order. The Customer agrees to pay the set amount due for the Subscription(s) and regardless of the number of Lessons actually completed by the User(s).

In addition, if the Customer has contributed funds to a French training funding agency (such as an OPCA, aimed at promoting this kind of activity), in the event that the User(s) fails to complete the training and to the extent that the collection agency invokes section L991-6 of the French Labor Code to avoid paying all or part of the amounts due for such training, the Customer will undertake the obligation to pay for the whole amount of the Subscription, including VAT.

GYMGLISH reserves the right to change the Subscription prices at any time. Price changes will only be applicable to Subscriptions made after the new prices have come into effect.

5- PAYMENT TERMS

Unless there are any specific and expressly-agreed provisions, the Customer will be invoiced the day after they accept the purchase order.

Unless there are any specific and expressly-agreed provisions set out in the purchase order, payment shall be made within thirty (30) days of the invoice being received and adhering to the methods set forth therein.

In the case of default on payment, the Customer shall pay the appropriate penalties, starting on the day following the payment date originally agreed upon. The penalty rate is 15% per annum, as set out in article L441-6 of the French 'Code du Commerce' (Commercial Code).

6- INTELLECTUAL PROPERTY

The GYMGLISH Internet Sites (gymglish.com, richmorning.com, etc.) and/or the Course(s), and/or the Lesson(s), as well as any element thereof, including the texts, static or animated images, audio and/or video recordings, logotypes, brand names, domain names, databases, computer software, etc., are entirely protected by French and international copyright regulations. The brand names and logos on the GYMGLISH Sites are registered trademarks (including combined text and image logos).

GYMGLISH is the exclusive owner of this set of rights; otherwise, exploitation thereof is typically subject to license. The Subscriptions do not grant any exclusive right on elements solely owned by GYMGLISH.

It is forbidden to reproduce, represent, imitate and/or use, in any possible way, all or part of this content protected by intellectual property law without prior express authorization from GYMGLISH. Any use of said content in breach of the provisions in the "User License" article or not expressly authorized may be subject to a court claim under positive law.

7- USER LICENSE

GYMGLISH grants each User a non-exclusive, revocable license, which cannot be re-sold and is limited to his/her personal use of the Services and/or of the Course(s) and/or of the Lesson(s).

Users are authorized to:

- view the Lesson received at the e-mail address specified by the Customer;
- complete the exercise e-mail included in the Lesson;
- save the Lesson in their own e-mail inbox for future reference;
- review and download the exercises previously completed;
- print the exercise modules to keep them as a private copy for exclusive use under section L.122-5 2° of the French Intellectual Property Code. In the event that the User has access to his/her Course through a URL link sent, the User may keep the Lessons by saving them in his/her computer system under the same restrictions set forth above.

The Customer guarantees GYMGLISH that each User complies with the user license for the Service and/or for the Course and/or for the Lessons granted by GYMGLISH.

8- LIABILITY

GYMGLISH will not be liable in the following cases:

- in the event of technical failures independent of the Service, such as communication problems (slowness, interruption, etc.) caused by the Internet service provider of the Customer and/or of the User(s);
 - in the event of error, neglect, omission or defect on the part of the Customer and/or the User(s) and/or any third party over which GYMGLISH has no control or monitoring authority;
 - in the event of breach of the laws applicable in the Customer's and/or the User's country of residence, or of those applicable in the country where the Customer and/or the User have purchased the Subscription(s).
 - in any force majeure event. If the effects of a force majeure event last for more than thirty (30) days following notification of such event by one of the parties, the agreement may be terminated by operation of law at the request of any of the parties, without any right to compensation.
- GYMGLISH undertakes to make its best effort to deliver the Service to each User for whom the Customer has specified a valid e-mail address. If, due to a failure of the GYMGLISH server, the Service is interrupted for a period of seven (7) or more days, the User will receive a Lesson credit equal to the number of days affected by the problem.

9- CANCELLATION CLAUSE

In the event of breach by the Customer and/or the User(s) of any of their obligations, GYMGLISH reserves the right to immediately terminate the Subscription by operation of law after a default period of seven (7) days during which the breach persisted or without prior notice, in the case of breaches which are repetitive or relating to intellectual property rights and to the use of the Service and/or of the Course(s) and/or of the Lesson(s). In the case of early termination of a Subscription, GYMGLISH will under no circumstances reimburse the amounts fully or partially paid by the Customer, and this does not affect any court claims that GYMGLISH may initiate against the Customer and/or

the User(s), or any amounts due or any damages to which GYMGLISH may be entitled.

10- PERSONAL INFORMATION

The data kept about the Customer and/or the User(s) are necessary for service operation, management of orders and commercial relations. Regardless of the source and nature of such data, GYMGLISH guarantees that they will not be transferred to a third party without the authorization of the individual involved, except in the cases provided for by Law or as required for service operation.

GYMGLISH undertakes that data will be processed in accordance with the French Freedom of Information Act dated January 6th, 1978. The Customer and/or the User(s) have the right to access, modify, rectify and delete data concerning themselves. Such rights may be exercised at any time either by mail to the following address: GYMGLISH – Personal Data Service, 16A boulevard de Reully -75012 Paris, France, or online via the Internet Site gymglish.com.

Technical operation of the service requires the use of cookies, i.e. small files downloaded to each User's computer by his/her Internet browser.

11- GOVERNING LAW AND APPLICABLE JURISDICTION

The GCS are governed by French law. In the case of any dispute concerning the application or interpretation of the GCS, the parties agree to attempt an amicable resolution proceeding. Otherwise, legal proceedings will be undertaken by one or more tribunals answering to the Paris court of appeal (la cour d'appel de Paris).