

## SERVICE AGREEMENT: HBDI® Online

### 1. Scope of agreement:

The purpose of this agreement is to define both conditions and terms whereby Herrmann International Europe provides its certified practitioners with its self-processing **HBDI® Pack** and **Team Pack** products. Its purpose is to define the relationship between Herrmann International Europe and its client users of HBDI® Online server.

#### 1.1. Definitions:

**Supplier:** the supplier is Herrmann International Europe,  
3, quai de la République, 78 700 Conflans-Sainte-Honorine  
SIRET N° 344 031 414 000 57 No. RCS 344 031 414  
Hereinafter named **Herrmann International Europe**

**User:** refers to any natural person or legal entity signing the subscription and acceptance form of this contract.

**HBDI® profile:** HBDI® profile refers to the results of the calculation of individual responses to the HBDI® questionnaire (Herrmann Brain Dominance Instrument®). This constitutes primarily seven pages: the target and the data summary sheet and explanatory documents.

**HBDI® Fundamentals:** refers to an e-Learning session which is an introductory module to the HBDI® and the Whole Brain Model®.

**Pair profile:** refers to a document compiled from two HBDI® profiles.

**Team Profile:** refers to a document compiled from several HBDI® profiles.

**HBDI® profile database:** an HBDI® profile database is a storage space allocated by Herrmann International Europe to each user which can contain the HBDI® profiles produced for his own account.

**Identifier:** the identifier term refers to the email address/password combination enabling the user to log onto the HBDI® Online server.

**HBDI® Online:** HBDI® Online is a computer application operating by Internet which enables users to connect, consult and supply their own HBDI® profile database.

This platform can also be used for completing the questionnaire used for calculating the HBDI® profiles and for producing the following printable electronic documents: HBDI® profile, Pair Profile and Team Profile.

**Participant:** refers to a natural person who connects to the e-Learning session with an access code given by the user, in the frame of a training session organized by the user.

**Group:** refers to a sample of natural persons who attend the same training session.

#### 1.2 Herrmann International Europe Offer:

Herrmann International Europe implements an Internet service enabling **member users or subscribers** to consult and supply their database with HBDI® profiles as well as to produce HBDI® profiles, Pair Profiles and Team Profiles.

**The HBDI® pack:** this option only concerns the processing of HBDI® individual profiles. The member user subscribing to the HBDI® pack is granted a preferential unit price effective only if he himself undertakes both the composition and the production of the HBDI® profiles. Herrmann International Europe is in no way involved in composition or production.

**The team pack:** enables the user to use pair and team profiles without any limitation in quantity and to have access to powerful sorting and statistical analysis tool.

**HBDI® Fundamentals:** this introductory module provides fun, interactive training on the Whole Brain Technology®; it helps participants assimilate the key concepts required to understand their HBDI® profile and its impact on their communication, learning and teamwork, allowing to devote more time to the actual exercises during training sessions.

If no special offer (**HBDI® Pack or Team Pack**) is subscribed to or when Herrmann International Europe is called upon, at the request of the user members or subscribers, to carry out activities of data collection, production, composition and packaging, invoicing will be carried out on a per unit basis for each HBDI® profile, Team Profile and Pair Profile, calculated on the basis of the prices granted to accredited parties.

Users who have not subscribed to any option have, nevertheless, the possibility of consulting their database.

## **2. Services**

### **2.1. Description of functionalities**

The service proposed covers all the functions needed for both input and production of HBDI® and Team packs by the user.

### **2.2. Conditions for service implementation**

The Herrmann International Europe Hotline does not handle problems caused by possible lack of knowledge of this system.

#### **Registration and membership form**

To benefit from the service and preferential conditions or from the subscription, the user must first return to Herrmann International Europe a signed copy of this agreement as well as, for the Team Pack, the first payment including 6 months of subscription (renewable each 6 months).

#### **Disposal of HBDI® Pack editing preprints**

Herrmann International Europe will send to the user an initial batch of 10 kits, explanatory booklet and preprinted forms. This quantity will be renewed periodically at his request depending on the real usage recorded. Only shipping costs are invoiced to the user.

#### **User commitment**

The user agrees to comply with the operating conditions and with the Herrmann International Europe rules of professional practice and declare to have at his disposal the computer equipment and knowledge necessary for the smooth running of operations.

#### **Herrmann International Europe commitment**

Herrmann International Europe agrees to do everything necessary to provide the user with the service.

Herrmann International Europe agrees to use all the resources at its disposal to maintain continuity of service. It will provide software maintenance and ongoing upgrading as well as 24 hour-access, 7 days a week, except in case of "force majeure". However, Herrmann International Europe reserves the right to temporarily interrupt access to its services for maintenance reasons and/or for improvements without any right to indemnity.

Herrmann International Europe agrees to comply with the European RGD. Any participant is entitled to oppose the computerization of his or her responses and has rights of access and rectification. As such, Herrmann International Europe reserves the right to delete data of a participant at his own request, without the user being able to oppose it and claim any compensation.

### **2.3. Responsibilities**

#### **User responsibilities.**

The user agrees to comply with the current legislation concerning brand rights.

#### **Herrmann International Europe responsibilities.**

Because of the characteristics and limits of the Internet, of which the user declares his awareness, Herrmann International Europe cannot in any way be held responsible for the speed of access from other sites, for slow or for difficult access to his server or to any possible subcontractors or access suppliers.

In no case can Herrmann International Europe responsibility be engaged subsequent to any action or recourse by third parties, in particular due to the incorrect use of HBDI® results.

Because of its constant research and development activity, Herrmann International Europe reserves the right to modify the content of the documents produced using the HBDI® Online application at any time.

Service is provided on the basis of availability. If the service were, for any reason, to be disrupted or if it were to encounter an operating problem, Herrmann International Europe cannot be held responsible for the loss of revenue due to the interruption of the service.

Herrmann International Europe cannot be held liable for any delay or failure of execution when the cause of delay or failure of execution is due to the occurrence of a case of "force majeure" generally recognized by prior case law. The case of "force majeure" suspends the obligations arising from this contract throughout the duration of its existence. However, if the case of "force majeure" has existed for more than 30 consecutive days, it opens the right to termination of this contract by right, by either of the parties, eight days after the sending a registered letter with request for acknowledgement of receipt, notifying this decision.

### **2.4. Professional secrecy/Secrecy commitment**

The user agrees not to transfer any of the rights it holds by virtue of the present agreement nor make them available under any circumstance to any third parties.

### **2.5. Assistance /Hot Line**

Herrmann International Europe will set up a Hotline during office hours and provide assistance by e-mail. This Hotline will provide all advice concerning the input and production of HBDI®, Pair and Team profiles.

## **3. Financial conditions**

### **3.1. Duration of HBDI® and Team Packs**

The HBDI® agreement is taken out for an unlimited period of time starting from the date of receipt of the signed agreement and under the condition of processing 20 profiles per year in order to maintain the validity of the Certification and the access to the HBDI® Online account.

The subscription for the Team pack is taken for a minimum period of 12 months as of the date of receipt of the subscription form.

If the user does not use the HBDI® in any 12 month-period, he will need to complete the HBDI® Re-Activation Exercise to maintain his HBDI® Certification. If he does not use the HBDI® in any 2-year period, he will need to re-attend the Herrmann Certification Workshop.

#### **HBDI® Pack and PE Pack pricing.**

The prices of the proposed services are those mentioned on the order form. The prices are exclusive of VAT or inclusive of VAT depending on the fiscal situation of the user. The price of the services is guaranteed for the duration of the contract for Team Pack and can be modified each time it is renewed for HBDI® Pack.

Herrmann International Europe reserves the right to pass on forthwith any new tax or any increase in the rate of the existing taxes.

#### **3.2. Invoice and payment of service**

The HBDI® pack and the HBDI® Fundamentals' connections will be invoiced at the end of each month based on the user's usage record. Regarding HBDI® Fundamentals, any connection by a participant who would have received an access code will be invoiced.

For the Team Pack, the invoices will be issued on a six-monthly basis, 10 days prior to the debit date.

The invoicing of the HBDI® Pack and Team Pack will begin systematically as of the first of the month following the date of receipt of the subscription form.

#### **3.3. Renewal, suspension and termination**

Team Pack subscription is renewed by tacit renewal, unless it is terminated 2 months prior to the annual renewal date, at the tariff rates that will be communicated by Herrmann International Europe.

Any payment default or late payment by the user will result in the automatic breaking off of the supply and access codes until the payment is done. As far as the **Team Pack** is concerned, the user cannot end the subscription before its term, except in a case of "force majeure" recognized by law.

In the event of non-payment, failure to respect the usage policies or for any other reason provided at the discretion of Herrmann International Europe, Herrmann International Europe reserves the right to terminate this contract at any time without prior notice, subject to the sending of a registered letter with receipt acknowledgement indicating the reasons for the suspension.

#### **4. Miscellaneous - Disputes**

In the event of a dispute resulting from the validity, the interpretation or the execution of this agreement, the parties agree to leave the matter in the hands of the Commercial Court of the Herrmann International Europe head office.



**Herrmann**  
International Europe

At  
On  
Last name and first name

Subscription(s):

HBDI® PACK

TEAM PACK

Company:

Address:

For the user  
Signature and stamp

For Herrmann International Europe  
Signature and stamp