

# PARTICIPATION CONTRACT

## GENERAL TERMS EFFECTIVE AS OF SEPTEMBER 1<sup>ST</sup> 2020

### DEFINITIONS

**CONTRACT:** comprising (I) the participation request accepted by the Organizer, (II) the related quotation, (III) the general provisions of this Contract, (iv) the supplementary conditions or specific provisions set out in the appendices, (V) the documents referred to in section 1 below as well as (VI) any requests for the provision of additional services.

**QUOTATION:** the offer of the provision of the Organizer's services to the Exhibitor including a description and a price, decided on a case-by-case basis.

**EXHIBITOR AREA:** area on the Event's website, containing various particulars reserved for Exhibitors.

**EXHIBITOR:** any natural and/or legal person having concluded the Contract with the Organizer to benefit from services provided for the Event in question.

**ORGANIZER:** the organizer of the Event, namely the company GL Events Exhibitions Operations, a Société anonyme (public limited company) with share capital of 57,623,648 euros, listed in the Trade & Companies Register of Lyon under number 380 552 976, headquartered at 59 Quai Rambaud – 69002 Lyon.

**EVENT:** any public event, gathering or campaign organized by the Organizer in France or abroad, such as trade shows, fairs, congresses and exhibitions.

**PROVISION OF SERVICES:** provision of services, products rented and/or purchased by the Exhibitor from the Organizer, as itemized in the participation request or the Quotation and where applicable in any purchase orders for the provision of further services.

### PREAMBLE

The Exhibitor and Organizer (hereafter individually or collectively "the Party" or "the Parties") have met to define and establish the terms and conditions of the participation request formulated by the Exhibitor with the Organizer. As such, the Exhibitor recognizes that it was invited by the Organizer to formulate its observations/comments on the draft Participation Contract when the Quotation and this Contract were sent to it.

Following their discussions, the Exhibitor and Organizer have agreed to collaborate under the conditions set out below. In that respect, the Contract replaces any other document previously exchanged between the Parties.

That being the case, both the Exhibitor and the Organizer hereby state that they have received all the necessary information concerning their commitments and that they have fully understood and agreed to their commitments under the terms of said Contract.

The Exhibitor accordingly acknowledges that its essential obligations under the Contract are as follows:

(I) to provide all the information and/or items and/or to perform all the steps necessary for the Organizer to provide the Services,

(II) to make full payment of the price of the Contract price, within agreed deadlines, including insurance costs where applicable.

For its part, the Organizer recognizes that its essential obligation is to provide the agreed Services as listed in the Quotation, and where applicable in purchase orders for additional services, within the agreed time limit and according to the required quality standards.

### 1 – ORDER FOR THE PROVISION OF SERVICES

1.1 Participation requests are made using special forms, either in paper or electronic format dedicated to each Event. They are filled in and signed by the Exhibitors themselves. When the participation request comes from a legal entity, it must state its legal form, share capital and head office. It is signed by its legal representatives or by any natural person duly empowered for that purpose. The Contract (paper format) is final and binding on the Exhibitor when the Organizer receives the Contract signed by the Exhibitor, subject to any refusal duly justified by the Organizer as set out in section 3 below. When the participation request is made in electronic format, it is filled in and signed in accordance with the provisions stated in subsection 1.2 below. The participation request is binding and final, subject to any refusal duly justified by the Organizer as set out in section 3 below.

In any event, if the participation request is accepted by the Organizer, it will be valid subject to full payment of the deposit by the Exhibitor.

The Exhibitor hereby states it has read the attendant rights and obligations and agrees thereto.

Any participation request implies the Exhibitor's total acceptance of:

- this Contract,
- the safety specifications – internal regulations of the Event's venue,
- the special technical regulations specified in the Exhibitor Area (construction regulations, waste disposal processes, etc.).

The Contract therefore includes all the aforesaid documents and all public-interest provisions governing Events organized in France. The Exhibitor also undertakes to comply with any new provision the Organizer may communicate to it, even verbally, if circumstances or the interests of the Event so require.

### 1.2 ORDER FOR THE PROVISION OF SERVICES IN ELECTRONIC FORMAT

If the Exhibitor wishes to submit its participation request electronically, it must log in to its Exhibitor Area with the user name and password e-mailed to it by the Organizer. When logged in to its Exhibitor Area, the Exhibitor can access and fill in the participation request form provided in the interface.

Then the Exhibitor can access a page showing a summary of the participation request, the deposit payment method and the contents of the Contract. The Exhibitor must acknowledge that it has read and accepts the provisions of the Contract before confirming its participation request by clicking the box labelled "I accept the Participation Contract and hereby certify that I have read and accepted the Privacy Policy", and in so doing the Exhibitor is deemed to have signed and unreservedly accepted the Contract, which is firm and final, subject to refusal duly justified by the Organizer as stated in section 3 hereafter. The Exhibitor may, on this same page, confirm its participation request by ticking the box labelled "confirm your participation request". The Exhibitor will then receive an e-mail confirming that the participation request has been received and processed by the Organizer. This e-mail contains a summary of the participation request and a copy of the Contract in PDF format.

### 2 – EXHIBITORS & CO-EXHIBITORS

2.1 In support of its participation request, the Exhibitor is required to forward a signed "certificate" of brands or models, as the case may be, if it is an importer or manufacturer's agent considered as an intermediary, by each of the firms whose products or equipment will be exhibited. Special forms can be requested from the Organizer. The Organizer reserves the right to check that the type of equipment or product exhibited complies with the Schedule of Exhibits provided with the participation request. If any of the above recommendations are not followed, the Organizer will be forced to take corrective measures that may include closing the unacceptable stand or place and terminating the Contract.

2.2 Any Exhibitor who takes part in an Event on the stand of another Exhibitor, even temporarily, must register its presence with the Organizer by completing a participation request and signing a Contract with the Organizer according to the terms set out herein. The Exhibitor will then be invoiced for a registration fee and insurance costs. This Contract offers all the benefits inherent to all recognized Exhibitors (entry in the guide, insurance, etc.). In addition, a co-Exhibitor is required to leave its equipment on its stand throughout the Event, removal thereof being strictly prohibited. The main Exhibitor can host a co-Exhibitor on its stand, subject to each Exhibitor on the same stand having at least 9 square metres of floor area (e.g.: 1 co-Exhibitor, if the stand's floor area  $\geq$  18sqm; 2 co-Exhibitors, if the stand's floor area  $\geq$  36sqm), unless otherwise specified in the Exhibitor Area of the Event concerned.

2.3 During the Event, within the confines of the site and its immediate surroundings, Exhibitors must not act or behave in such a way that could be construed as free-riding or unfair competition with regard to the Event and/or its Exhibitors and/or Partners. The Organizer reserves the right to refuse access or remove temporarily or permanently any Exhibitor whose behaviour adversely affects the calmness and safety of the Event, the Organizer and/or the other Exhibitors and/or visitors.

### 3 – CONTROL OF RESERVATIONS, ADMISSIONS OR REFUSALS

The Organizer may decide at any time, even after receiving the participation request as set out in section 1 above, to refuse or accept reservations, without recourse. The Organizer may therefore refuse a participation request, justifying its refusal inter alia on the basis of the provisions of sections 2 and/or 10 herein and/or, as the case may be, if the

Exhibitor's offer is inconsistent with the strategic positioning of the Event. The stands are deemed available each year; therefore, no Exhibitor can claim to have benefited from a specific location in previous editions in order to request it again. Additionally, an Exhibitor whose participation request has been rejected cannot invoke the fact that it was accepted for previous Events, nor may it argue that its participation was solicited by the Organizer. Nor may an Exhibitor invoke the correspondence between itself and the Organizer, or receipt of payment for the requested services, or that its name has been published in any list, as evidence that it has been accepted. Rejection of an Exhibitor's participation will not give rise to payment of any compensation other than a refund of the amounts paid to the Organizer, with the exception of the costs of processing the request, which will be retained by the Organizer. The consequences of a cancellation are set out in this Contract.

### 4 – DATE, LOCATION AND DURATION

With the exceptions of situations described in article 6 hereafter, the Organizer of the Event reserves the right to change the starting date, location or duration of the Event, or decide at any time to extend, adjourn or close it early, the Exhibitors not being entitled to claim any compensation in that respect.

### 5 – PENALTIES FOR BREACH OF CONTRACT

5.1 **WALKAWAY CLAUSE** - In accordance with the provisions of Articles 1219 et seq. of the French Civil Code, performance of the Contract may be suspended by either Party if the other Party fails to fulfil any of its essential obligations, after having served formal notice by registered letter with acknowledgement of receipt, within the period stated in the said letter. All costs arising from resumption of performance of the Contract by either Party will be invoiced with appropriate supporting evidence to the defaulting Party. At the end of this period, if no change has taken place to enable resumption of performance of the Contract, it will be automatically terminated through the fault of the defaulting Party. Such termination will be notified to the latter in another registered letter with acknowledgement of receipt. In such cases, the amounts paid to the Organizer by the Exhibitor up to the day of the termination of the Contract will be reimbursed to the Exhibitor, less the internal and external costs incurred by the Organizer in its performance of the Contract up to the date of termination.

5.2 **TERMINATION** - The Parties expressly agree that any breaches of their essential obligations as specified in section 1 above may entail termination of the Contract if formal notice served to the defaulting party by registered letter with acknowledgement of receipt goes unheeded. Termination will be notified to the latter in a new registered letter with acknowledgement of receipt and will take effect immediately. If the Contract is terminated through the fault of the Exhibitor, this right to terminate will entail full payment of the Contract price and costs incurred by the Organizer in its performance of the Contract up to the date of termination, on receipt of the invoice by the Exhibitor. If the Contract is terminated through the fault of the Organizer: the sums corresponding to the Contract up to the date of termination will be owed by the Exhibitor. Where applicable, the Organizer will repay any overpayments to the Exhibitor. If the deposit amounts paid by the Exhibitor up to the date of termination of the Contract are insufficient, the balance will be settled by the Exhibitor upon receipt of the corresponding invoice.

5.3 **SPECIFIC PERFORMANCE** - Given the specific nature of the Services concerned and the Organizer's indispensable know-how needed to fulfil its obligations under the Contract, the Parties expressly agree to waive the provisions of Articles 1221 and 1222 of the French Civil Code.

### 6 – POSTPONEMENT, CANCELLATION, FORCE MAJEURE

#### 6.1 – GENERAL PROVISIONS

Under the provisions of article 1218 of the French Civil Code, the Parties' obligations will be suspended in the event of a case of force majeure. By express agreement, the following events inter alia are deemed cases of force majeure: (i) war, riots, fire, strikes, natural disasters, shortages of raw materials, epidemics, transport strikes, administrative closure of the site by a competent authority vested with the necessary security or policing powers, even if the statutory and case-law conditions of force majeure are not met; (ii) proven threat of terrorism or of commission of an act of terrorism.

The Party that is the victim of an event of Force Majeure shall alert the other Party forthwith by registered letter with acknowledgement of receipt immediately upon occurrence of said event, and performance of its obligations will thus be suspended.

(I) If the impediment is temporary, performance of the obligation will be suspended unless the resulting delay justifies termination of the Contract.

If the Contract continues, the Exhibitor will pay the Organizer all the costs incurred during the period of suspension of the Contract in addition to all other costs arising on resumption of the Contract, with appropriate supporting documentation.

(II) If the impediment is definitive, the Contract will be automatically terminated and the Parties released from their obligations.

Termination will entail full payment of the Contract price and of internal and external fees incurred by the Organizer in its performance of the Contract up to the date of occurrence of the event of Force Majeure, on receipt of the invoice.

#### 6.2 – POSTPONEMENT OR CANCELLATION OF THE EVENT

If the Organizer, for any reason whatsoever (including force majeure), is led to postpone or cancel the Event, the following conditions will apply, by way of derogation from the provisions of section 6.1 above. In the absence of reply from the Exhibitor within indicated times limits, the Organizer may freely exercise one of the applicable options.

6.2.1 – If the Event is postponed to another date within 4 months of the initial date:

After the Organizer announces postponement of the Event, each Exhibitor will have 5 working days in which to make known its decision.

- If the Exhibitor accepts the postponement: the Contract is automatically shifted to the new dates of the Event. The contract amount remains due in its entirety, each Party bearing its own costs incurred by the change of date.

- If the Exhibitor does not accept the postponement of its participation (for whatever reason, including a case of force majeure), the Exhibitor will have the choice between the two following options:

Option 1: the Exhibitor will benefit from a credit note that it can use for a future event organized by the Organizer, which amount shall correspond to the sums already paid by the Exhibitor in execution of the Contract.

Option 2: sums already paid by the Exhibitor will be entirely refunded, except for a forfeit equivalent to 25% of the amount of the participation contract, intended to cover a part of the costs incurred by the Organizer.

6.2.2 – If the Event is cancelled or postponed to another date within more than 4 months of the initial date:

- If the postponement/cancellation is notified by the Organizer more than 90 days before the opening day of the Event: sums already paid by the Exhibitor will be entirely refunded.

- If the postponement/cancellation is notified by the Organizer at 90 days or less before the opening day of the Event, the Exhibitor will have the choice between the two following options:

Option 1: the Exhibitor will benefit from a credit note that it can use for a future event organized by the Organizer, which amount shall correspond to the sums already paid by the Exhibitor in execution of the Contract.

Option 2: sums already paid by the Exhibitor will be entirely refunded, except for a forfeit equivalent to 25% of the amount of the participation contract, intended to cover a part of the costs incurred by the Organizer.

Option 3: [applicable in case of postponement only]: if the Exhibitor accepts the postponement of its participation, the Contract is automatically shifted to the new dates of the Event. The contract amount remains due in its entirety, each Party bearing its own costs incurred by the change of date.

#### 7 – HARDSHIP CLAUSE

With regard to the duration of the Services concerned, the Exhibitor and the Organizer agree to waive the provisions of article 1195 of the French Civil Code.

#### 8 – EXHIBITOR'S OBLIGATIONS

The fact of entering into a Contract with the Organizer entails an obligation to occupy the stand or place in the Exhibitor Area as assigned by the Organizer within the deadline stated by the latter,

and to keep it in place until the end of the Event. Exhibitors are formally prohibited from packing their equipment or removing their animals before the end of the Event. Generally speaking, the Exhibitor must strictly comply with the regulations in force and with any other regulations added to or replacing them, in particular with regulations governing intellectual property, subcontracting, health, safety and illegal employment. The award of the Contract implies compliance with the public order and policing measures imposed both by the authorities and by the Organizer. Any breach whatsoever of the provision in the contractual documents as stated in section 1 above, or of any other provision herein or any other provision lawfully imposed on the Exhibitor, may result in the immediate and automatic exclusion of the Exhibitor, temporarily or permanently, without any compensation or refund of the amounts paid, without prejudice to any damages to the Organizer and enforcement of the provisions of section 6 above. The Organizer accepts no liability for the consequences of failure to comply with the contractual documents and/or the regulations in force. Such exclusion may be valid for the duration of the Event, or for any other event subsequently organized by the GL events group, if the seriousness of the breach so justifies.

Exhibitors are required to attend the Event in a manner consistent with the professional category matching their samples. They may exhibit only the products for which they have made their participation request. They may only distribute catalogues and brochures specifically relating to the items they are exhibiting.

## 9 – SCHEDULE OF EXHIBITS/SAMPLES OR ITEMS ALLOWED

The Exhibitor will exhibit under its own name or business name. At its place or on its stand, it may only present the equipment, products or services listed in its participation request and agreed to by the Organizer as matching the Event's Schedule of Exhibits, on pain of exclusion and/or termination of the Contract. The Exhibitor may not engage in any advertising in any form whatsoever either for third-party non-exhibitors or for the latter's products, unless expressly so authorized by such third parties. Accordingly, the Exhibitor must include the specific certificate issued to it by the third parties when it sends its participation request to the Organizer. It is up to the Exhibitor to take all necessary measures to ensure that its packages are delivered to it on time.

## 10 – PROHIBITED SAMPLES

Explosive substances, detonators and generally all hazardous or harmful substances are strictly prohibited without express prior consent of the Organizer. Any Exhibitor bringing such items onto its stand without express prior consent shall be forced to remove them forthwith, at first request from the Organizer, failing which the latter would remove them itself at the expense of the Exhibitor, at its own risk, without prejudice to any legal proceedings that may be brought against the latter. The installation or operation of any item and device that could in any way interfere with the other Exhibitors and/or the Organizer is strictly prohibited.

## 11 – TOTAL OR PARTIAL TRANSFER PROHIBITED

The stand or assigned place must be occupied by its holder, and the transfer of all or part of a stand or place in any form whatsoever is strictly prohibited, on pain of immediate closure of the stand and early termination of the Contract by the Organizer.

## 12 - BROCHURES, LOUDSPEAKERS, SOLICITING

Brochures may only be handed out on stands or in places assigned to each Exhibitor, barring special additional advertising services purchased or the Organizer's express consent. Soliciting and advertising through a public address system is strictly prohibited in any manner whatsoever. Audio announcements at the Event are reserved for service information of interest to the Exhibitors and visitors. Advertising or personal announcements are not allowed. Prior to the opening of the Event, Exhibitors who wish to play musical works at their stands or places, by any method whatsoever (tape recordings, disks, radio, videos, films, musicians, singers, etc.) should obtain written legal authorization from SACEM (Société des auteurs, compositeurs et éditeurs de musique [Society of Authors, Composers and Publishers of Music]) and SPRE (Société pour la perception de la rémunération équitable [French society for the collection of payments for rights of performance artists]), which the Organizer will have the right to require from them.

## 13 – SIGNS, POSTERS, COMMUNICATION

**13.1 SIGNS, POSTERS** - It is prohibited to place signs or billboards outside stands anywhere other

than at the points provided for the purpose, which are indicated on the drawings sent to Exhibitors on request, barring a specific additional advertising service purchased. Boards or posters placed inside the stand and visible from the outside must be approved by the Organizer, which may reject them if they disturb the good order or good conduct of the Event or are inconsistent with its nature or purpose. The same rule applies to billboards put at the disposal of Exhibitors within the confines of the Event. If this rule is breached, the Organizer will have any boards, signs or posters put up in breach of the Contract removed at the cost, expense and risk of the Exhibitor without any prior notice. The Exhibitor agrees to comply with the provisions of French Law No. 91-32 dated 10 January 1991 on the fight against smoking and alcoholism.

**13.2 ONLINE COMMUNICATION** - In order to optimize digital communication about the Event, the Exhibitor undertakes not to create any "event-related" pages on social media (Facebook, Twitter, LinkedIn, etc.) announcing its presence at the Event, or more generally any information about the Event. The Exhibitor is invited to share the "event" pages created by the Organizer.

**13.3 GENERAL COMMUNICATION** - In any event, if the Exhibitor communicates about the Event on digital media (websites, social networks, apps, etc.) and/or physical media (ads, press releases, etc.) with the approval of the Organizer, the Exhibitor undertakes to comply with the Event's design guidelines and with any other instructions given by the Organizer about such communication.

## 14 – PHOTOGRAPHS, FILMS, SOUNDTRACKS

Photographs, films, videos and soundtracks produced by professionals within the confines of the Event may be permitted, subject to the Organizer's written consent. A proof or copy of the media must be provided to the Organizer within fifteen days of the end of the Event. Such consent may be withdrawn at any time and for any reason whatsoever. The Exhibitor expressly authorizes the Organizer to use any shots showing its stand (including representations of its trademarks, logos, products and animals, unless express notice to the contrary is given to the Organizer) taken during the Event, exclusively for its own promotion, and regardless of the medium (including the websites operated by the Organizer).

The Exhibitor therefore authorizes the Organizer, who reserves the right to reproduce and distribute, for commercial use and its own advertising needs, all or part of (i) its image rights (ii) the photographs and/or videos representing the Exhibitor (including its employees, co-workers, representatives and sub-contractors) and its stand, (iii) the Exhibitor's trading name and/or brand on all physical or electronic media, in particular in its group catalogue, corporate brochure, commercial documentation, press and publicity publications, websites, social networking pages or on smartphone applications and all other forms and formats of publishing in France and abroad for 5 (five) years from the date of the Event.

In this regard, the Exhibitor hereby represents and warrants that it is the exclusive holder of the rights attached to the aforementioned items and accordingly has all the rights and consents needed to authorize exploitation thereof by the Organizer, failing which it is invited to alert the Organizer or to hold it harmless of any claim that may be brought in connection with the exploitation of the aforesaid rights.

The Exhibitor waives any payment in this regard, and waives any rights of use relating to any acts of communication by the partners of the Event. Any comments or captions accompanying the reproduction or representation of the shots taken must not tarnish its image and/or reputation.

## 15 – PERSONAL DATA – COMPLIANCE

### 15.1 PROCESSING OF PERSONAL DATA BY THE ORGANIZER

Pursuant to the French Data Protection Act of 6 January, 1978, amended, and to Regulation (EU) 2016/679 (GDPR), the Organizer, acting in its capacity as controller, processes the personal data provided by the Exhibitor with regard to its request to participate in the Event.

The personal data requested in that respect is required to process the aforesaid request and thereby conditions the acceptance thereof.

The Exhibitor's personal data is processed for the following purposes:

A) Managing and following up the contractual or pre-contractual relationship (processing participation requests, quotation requests, orders, billing, overdue accounts and disputes, management of the Exhibitor's stand, publishing some of its personal data in the Exhibitor Area);

B) Operating, developing and administering the customer/prospect database (sending newsletters, market research, organizing competitions, processing requests to exercise rights, processing

contact requests, arranging business meetings);

C) Improving and customizing services for the Exhibitor (producing statistics, satisfaction surveys, administering newsletter subscriptions);

D) Transferring the personal data to the Organizer's partners within the framework of a business relationship (transfers);

E) Complying with legal obligations.

The legal basis for processing personal data for the aforementioned purposes is:

- For category A): performance of the Contract or performance of pre-contractual measures taken at the request of the Exhibitor.

- For categories B) and C): legitimate interests arising from these categories for the Organizer.

- For category D): the Exhibitor's consent. Such consent may be withdrawn at any time.

- For category E): compliance with legal obligations.

The recipients of such personal data are the Organizer's services concerned, its partners or GL Events group companies (where appropriate), and certain service providers. Some of these recipients may be located outside the European Union. Whenever necessary, appropriate safeguards are put in place, such as the inclusion in contracts of standard data protection clauses adopted by the European Commission.

The Organizer keeps the personal data for as long as needed to complete the operations for which it was collected, in accordance with the aforesaid regulation 2016/679, or the time needed to fulfil legally binding obligations and/or when the Organizer engages in market research, for no longer than three years from the time of the last contact with the prospective or actual customer, barring exceptions justified by a particular context.

The Exhibitor has a right of access, rectification and erasure of his data, a right to portability thereof, a right to limit the processing thereof and the right to issue general and specific guidelines on how he wishes his rights to be exercised after his death. The Exhibitor is expressly informed that he also has a right to object on legitimate grounds to the processing of his personal data, as well as a right to object to his data being used for marketing purposes.

To exercise his rights, the Exhibitor must send a letter to the Organizer stating his last and first names and the postal address at which he wishes to receive the reply, at the following address: GL Events Exhibitions Industrie, Service Client, 59 quai Rambaud, 69002 Lyon, France, or by e-mail to the following address: [dgplex@gl-events.com](mailto:dgplex@gl-events.com).

The Exhibitor also has the right to lodge a complaint with CNIL (the French data protection authority).

### 15.2 PROCESSING OF PERSONAL DATA BY THE EXHIBITOR

The Exhibitor is fully and individually liable for its processing of personal data. As such, the Exhibitor undertakes to comply with the obligations incumbent on any controller, including the obligation to transfer to the Organizer, wherever relevant, any personal data collected in accordance with all current statutory and regulatory requirements.

Moreover, the Exhibitor expressly guarantees the Organizer against any third-party complaints, claims and/or demands made against the Organizer on account of the Exhibitor breaching its obligations as controller. The Exhibitor agrees to pay the Organizer compensation for any damage or loss the Organizer may suffer and to pay the Organizer any costs, indemnities, charges and/or convictions the latter may have to bear as a result.

### 15.3 CODE OF BUSINESS CONDUCT

The GL Events Group has drawn up a Code of Business Conduct, which sets forth the values defended by the Group and lays down the rules that the Group observes and that it requires its partners to observe. This Code can be downloaded on this page <https://www.gl-events.com/fr/ethique-conformite>. The Exhibitor hereby acknowledges it has read this Code and agrees to its terms.

### 15.4 ANTI-BRIBERY AND CORRUPTION AND INFLUENCE PEDDLING

The Parties base their business relations on the principles of transparency and integrity. The GL Events Group has a Code of Conduct – Anti-bribery available for download at <https://www.gl-events.com/fr/ethique-conformite>.

In accordance with these principles, the negotiations and business relations between the Parties shall not lead to any behaviour or acts on their part or that of their directors, middle management or staff that may be described as bribery or influence peddling. During their relationship, each Party reserves the right to ask the other Party to take the same measures it takes to ensure that their legal representatives, employees, sub-contractors, suppliers, agents or

any third party they may instruct will also comply with the same undertakings and abide by such principles of transparency and integrity. This clause shall be considered as an essential commitment to the relationship between the Parties.

## 16 – MAINTENANCE OF STANDS – PLACES

Stands/places must be perfectly maintained. Bulk packaging, items not used for the presentation of the stand or place, and staff clothing must be stored out of sight of visitors. The stand or place must be occupied at all times during opening hours by a competent person. Exhibitors shall not clear their stand/place and not remove any of their item before the end of the Event, even if it is extended. It is prohibited to cover exhibited items during the Event's opening hours; covers used at night must be out of sight of the visitors, and kept inside stands or places hidden from view. The Organizer reserves the right to remove anything covering items in violation of safety regulations and may not be held in any way liable for any damage or loss that may result. Persons employed at the Event by Exhibitors must be properly attired and be at all times courteous and well-behaved. They shall not accost or in any way bother visitors or other Exhibitors.

## 17 – USE – ALTERATION OF STANDS, PLACES – DAMAGE, LOSS OF AMENITY

Exhibitors take the stands or places they are assigned in the condition they find them in and must keep them in the same condition. Stands or places are assigned by the Organizer, who makes every effort to accommodate the Exhibitors' wishes, in view of the strategic positioning of the Event and the products or services in question. Any alteration (exterior appearance, numbering, height of the structures delivered, etc.) of the stands is strictly prohibited.

The Exhibitors are liable for the damage caused by their installation, staff or animals to the equipment, buildings, trees or ground occupied by them and must bear the costs of the repair work. The Exhibitors' stands or places must be arranged and fitted out in accordance with the rules set out in the Exhibitor Area, in particular those governing the layout of their area and the provisions of the safety specifications. Exhibitors located outside are required to submit plans for the structures they wish to construct on their places to the Organizer. If, as a result of an unforeseeable event or an event outside its control, the Organizer is prevented from providing the place assigned to an Exhibitor, the Exhibitor will not be entitled to any compensation other than a refund of the price of its participation on the terms set out in section 5 paragraph 2. However, no refund is owed if another place is assigned to the Exhibitor by the Organizer.

The Exhibitor must take care of the equipment made available to it, on pain of meeting the cost of replacing any damaged equipment. Installations must be carried out in accordance with the safety regulations in force. Firms doing the interior decoration of stands are not authorized to work on or install electrical installations.

The Exhibitor will inform the Organizer of all the characteristics of the equipment it wishes to install, at first request.

In the event of failure by the Exhibitor to comply with the terms set out in the documents that comprise the Contract concerning the provision and installation of additional equipment, special equipment or special installations, the Organizer will remove the items in question of its own accord, at the cost, expense and risk of the Exhibitor, without prejudice to any additional compensation that the Organizer might claim from it.

Safety: For the duration of the Event, the Exhibitor must observe, and enforce on persons visiting its stand or place (visitors, service providers, etc.) under its responsibility, the provisions governing the organization of safety and more generally the running of the Event.

## 18 – APPROVED ENTERPRISES

Only enterprises approved by the Organizer are authorized to carry out works, provide services and supply equipment for the Event.

## 19 – FLUIDS AND ENERGY SUPPLIES

**19.1** The Organizer, which is dependent on the companies and corporations that hold concessions for the supply of fluids and energy, accepts no liability in the event of any interruption in the supply thereof, regardless of how long the interruption lasts.

**19.2** For safety reasons, only persons commissioned by the Organizer are authorized to work on the electrical systems for the Event, and to open the switch boxes and cabinets, which must be accessible to them at all times and out of reach of the general public. The power supply is not guaranteed against power dips and/or power cuts attributable to the electricity supplier.

### 19.3 Internet access/Wi-Fi service

The Exhibitor agrees to use the Internet/Wi-Fi service in accordance with current legislation. The Organizer shall on no account be deemed liable with regard to any messages, data, files, content or signals sent and/or received by the Exhibitor using the Internet/wifi service put at its disposal by the Organizer, or with regard to the possibly illegal nature of sites and content accessed, viewed or put online by the Exhibitor using said service. Accordingly, the Exhibitor holds the Organizer harmless against all damage, direct or indirect, tangible or intangible, caused by the Exhibitor's use of the Internet/Wi-Fi service.

19.4 The Exhibitor acknowledges that it has been informed of the risks of breaches of the security and confidentiality of the data and content sent and/or received over the Internet. The Exhibitor is solely responsible for protecting the security and confidentiality of its data, content and applications in its use of the Internet and Wi-Fi service. In addition, any connection to the Internet and Wi-Fi service using the login information assigned to the Exhibitor is deemed to have been made by the Exhibitor itself.

### 20 – DISPOSAL OF WASTE

The Organizer reserves the right to pass on all or part of the charges, taxes and burdens under the regulations in force. The Organizer also agrees to make Exhibitors aware of how much it is in their interests to manage their production of waste.

### 21 – OPENING HOURS, ACCESS AND CIRCULATION

The stands/plates are accessible to Exhibitors and visitors on the dates and at the times specified in the Exhibitor Area. Power will be turned off and Exhibitors are formally prohibited from circulating inside halls after the Event closes. The Exhibitor must comply with the terms of access and circulation on the premises and in the outdoor areas spaces of the park as set out in the internal rules of the Event venue.

### 22 – PARKING

Where applicable, additional parking spaces can be hired, subject to filling in a special form in the Exhibitor's Area, which specifies the attendant rights and obligations. Parking is at the risk of the vehicle owners, and the fees collected are for parking only, and not for care or control.

### 23 – FOOD SERVICE STANDS

Any Exhibitor providing a food service must comply with the regulations in force and must make a declaration to the health services concerned (Departmental Board for Population Protection), which is entitled to inspect the Event.

### 24 – VACATING PLACES/STANDS

All Exhibitors must remove their samples, fixtures, fittings, furniture and decoration as soon as the Event ends. The Organizer expressly accepts no liability for items or equipment left in place after the aforesaid time. The Organizer reserves the right to clear the stand or place automatically and at any time, at the cost, expense and risk of the Exhibitor, without prejudice to any damages in the event of an accident caused by the said items or equipment.

### 25 – CANCELLATION, FAILURE TO ATTEND

Cancellation - In the event of total cancellation of the order by the Exhibitor for Services listed in the Contract, for whatever reason (including force majeure), the latter is bound to pay the Organizer compensation calculated as follows:

1/ cancellation between the date the Contract is signed and the 270th day before the Event's start date: 50% of the full Contract amount;

2/ cancellation between the 269th day and the 180th day before the Event's start date: 75% of the full Contract amount;

3/ cancellation between the 179th day and the Event's start date: 100% of the full Contract amount.

In any case, the Exhibitor shall send its cancellation request to the Organizer by registered letter with acknowledgement of receipt. The date of receipt stated on the acknowledgement of receipt is legally binding on the Parties.

In case of partial cancellation of the order by the Exhibitor (reduction in floor area and/or cancellation or modifications of the ordered services), the above penalties will be prorated according to the corresponding cancelled floor area and/or services.

When the request for cancellation follows the announcement by the Organizer of the postponement or cancellation of the Event, the conditions of subsection 6.2 above apply, notwithstanding the provisions of this clause.

Failure to occupy - Any stand or place not in use

within the deadlines stated in the Exhibitor Area will be deemed not to have been occupied, and the Contract will then be terminated automatically and the Organizer may, by express agreement, dispose of it as it sees fit. The full Contract amount (order for the Provision of Services and, as the case may be, additional services) remain owed to the Organizer.

### 26 – MANDATORY INSURANCE

26.1 PROFESSIONAL LIABILITY INSURANCE - The Exhibitor must be the holder of professional liability insurance covering its activities and the pecuniary consequences of any damage caused by its staff and/or subcontractors and/or persons/service providers appointed by it and/or caused by its goods, furnishings or equipment.

The Exhibitor agrees to maintain this insurance cover for the duration of this Contract and to provide proof thereof at the Organizer's request.

### 26.2 PROPERTY DAMAGE INSURANCE POLICY

The Exhibitor shall take out a property damage insurance policy covering its property for a value of up to €5,000 (five thousand euros), put in place by the Organizer and stated on the participation request form. Supplementary cover can be requested from the Organizer. In the event of damage to its property, the Exhibitor and its insurers waive all claims against the Organizer and its insurers. The clauses, insured risks, deductibles and exclusions (theft in particular) are set out in detail in the information booklet provided to the Exhibitor on first request. The insurance terms may be changed based on the requirements of the insurers. Any such changes shall be accepted by the Exhibitor, who hereby agrees not to invoke such changes as grounds for calling the Contract into question. The said mandatory insurance period covers the lifetime of the Event until it is closed to the public. Outside this period, the Organizer accepts no liability in the event of theft and/or damage.

In any event, the Organizer shall not be held liable for any claims whatsoever, including theft, loss, destruction, etc. concerning the Exhibitor's personal belongings and items, not least laptops, tablets, telephones and more generally all electronic devices, cash and valuables, works of art and collector's items, jewellery and furs, precious stones, natural pearl, watches.

26.3 OUTDOOR STANDS/PLACES – The guarantee in subsection 26.2 above does not apply to outdoor stands. The Organizer accepts no liability in the event of theft, damage or any other material or immaterial loss, consequential or otherwise, suffered by the Exhibitor's equipment or any equipment in its safekeeping, irrespective of the nature thereof. Consequently, the Exhibitor and its insurers expressly waive any right to lodge a claim against the Organizer and its insurers, on any grounds whatsoever. It is up to the Exhibitor to insure the property that it owns or that is in its safekeeping against theft, destruction or any other material or immaterial damage, consequential or otherwise.

### 27 – DISTURBANCE

In view of the personal nature of the agreement between the Exhibitor and the Organizer, the Exhibitor must behave in a manner consistent with the general interests of the Event, in particular towards visitors and other participants. Accordingly, in the event of a dispute or conflict with the Organizer or other Exhibitors, it undertakes not to do anything that could jeopardize the proper conduct of the Event. Any behaviour affecting the smooth running of the Event, and any breach of the provisions of the contractual documents, may, on the initiative of the Organizer, result in the immediate exclusion of the offender and termination of the Contract.

### 28 – PAYMENT

The deposit stated in the Quotation is payable when the Exhibitor places an order with the Organizer for the Provision of Services, as set out in section 1 above.

- An order for technical services may not be placed unless all previous invoices have been paid in full.

- An order for technical services cannot be provided to an Exhibitor that has not paid its balance.

The invoice(s) will state the date on which payment must be made with no discount.

In accordance with the provisions of article 1223 of the French Civil Code, any price reduction requested by the Exhibitor on the grounds of the Organizer defaulting on its contractual obligations is subject to the Organizer's express prior agreement.

Any late payment by the Exhibitor, in any respect and for any reason whatsoever, will (after formal notice is served) incur late payment interest charged at the interest rate applied by the European Central Bank in its most recent refinancing operation plus ten (10) percentage points, provided this is no less than three (3) times the official rate

of interest in force on this date (based on the due date, the ECB rate applying during the first half of the year in question shall be the rate in force on 1 January of that year and that applying during the second half will be the rate in force on 1 July of that year). The Exhibitor will also be charged the set fee for recovery costs applying to any commercial transactions, as provided for in Articles L.441-10 and D.441-5 of the French Commercial Code, as well as any additional compensation, on presentation of receipts.

### 29 – RETAIL SALES, TAKE-AWAY SALES AND TASTING

The Exhibitor must comply with current regulations governing sales to consumers and distance selling. Sales and order-taking are permitted during the Event, subject to compliance with current regulations. Visitors can only take away items they have purchased if they are in possession of an invoice issued in due form by the Exhibitors who sold them. All Exhibitors making such sales must keep a stock book recording goods entered and issued. Each Exhibitor must be able to present its stock book to the claims adjuster at all times, failing which insurance cover will not apply. Only selling by auction, snowball selling and «demonstration» selling are prohibited. Any Exhibitor engaging in the aforesaid sales techniques runs the risk of immediate termination of the Contract ipso jure by the Organizer and payment of damages, without prejudice to possible claims for contributions from the Exhibitor if the Organizer is held liable by a consumer (or representative thereof) who is the victim of such practice.

A written request must be made to the Organizer for any paid-for food or drink tastings. Authorization for paid-for tastings imposes an obligation on the Exhibitor to comply with the specific regulations applying thereto.

### 30 – PRICE DISPLAY – CONSUMER INFORMATION

The Exhibitor must comply with current regulations governing price display.

In accordance with the provisions of article L.224-59 of the French Consumer Code, the Exhibitor must inform its retail customers that their purchases do not include a right to cancel:

- by means of a placard on its stand: the Exhibitor must display the following wording in full view of its retail customers, on a sign at least A3 in format and 90-point font size: "Consumers do not have the right to cancel any purchase made in [this trade fair] or [this exhibition] or [on this stand]" (ministerial decree of 2 December 2014);

- by means of a box in its contract proposals: the contract proposals concluded by the Exhibitor with retail customers must include the following wording in a box printed in the heading of the contract in a font size of at least 12 points: "Consumers do not have the right to cancel any purchase made in a trade fair or exhibition" (ministerial decree of 2 December 2014).

This lack of the right to cancel does not apply to contracts subject to a consumer loan agreement and those resulting from a personal invitation to visit an exhibition space to look for a gift.

### 31 – CIRCULATION OF ALCOHOL

Exhibitors liable for excise duties as required by regulations must personally complete the requisite formalities in respect of temporary licences and excise permits. The indirect taxation authority is entitled to inspect stands throughout the Event.

### 32 – EXHIBITOR'S LIABILITY

The Exhibitor alone is liable for its stand or place and for any furniture and animals on the said stand or place, both vis-à-vis the participants, its service providers, visitors or guests and vis-à-vis the Organizer, and accordingly is duty bound to comply with the provisions set out herein and make them known.

The Exhibitor alone is responsible for obtaining the necessary authorizations and more particularly but not exhaustively for the sale of alcoholic or non-alcoholic beverages, for broadcasting music, by making the necessary declarations to SACEM, for the freely available use of intellectual property rights, signs, trademarks, etc., used on its stand.

The Exhibitor hereby warrants and guarantees that it complies with all current statutory and regulatory provisions applying to the Event, and in that respect it guarantees that it complies with and will scrupulously enforce the said provisions, more particularly with regard to signs, signposting, roads, hygiene, police, noise, health, safety and labour inspection, in such a way that the Organizer can never be held liable. The Exhibitor undertakes to pay any fees and taxes due to royalty collection societies such as SACEM (music), SACD (literature), etc. The Exhibitor must prove to the Organizer in

writing that it has obtained such authorizations, no later than one month before the start of the Event.

The Exhibitor alone will be liable, both criminally and civilly, for any consequences of failure to obtain authorization, and no claim may be made in liability against the Organizer for any reason whatsoever.

On the other hand, it undertakes to discharge and guarantee the Organizer against any losses or damage resulting from failure to comply with the aforementioned provisions.

Any Exhibitor that installs a public address system warrants that it complies with Articles R. 571-25 to R. 571-28, and R. 571-96 of the French Environmental Code concerning provisions applying to public-access buildings that routinely broadcast amplified music, and will be liable in the event of breach and of a third party claim.

If the sound is too loud, the Organizer reserves the right to ask the Exhibitor to make the necessary changes.

Any wear and tear identified after the Event will be invoiced to the Exhibitor. Any damage, wear and tear, loss or breakage identified by the Organizer during the period when the premises are at the disposal of the Exhibitor (including set-up and dismantling periods) will be invoiced to the Exhibitor, unless the cause thereof is attributable to the Organizer. An invoice for repair of wear and tear and damage must be paid on receipt. Repairs needed to restore the premises to their previous state will be arranged and carried out by the Organizer, at the sole expense of the Exhibitor. The cost of restoration resulting from damage inherent in the installation of equipment ordered by the Exhibitor will be borne exclusively by the Exhibitor.

### 33 – ORGANIZER'S LIABILITY

33.1 The Organizer guarantees the compliance of the services it provides under the Contract. The Exhibitor will verify such compliance before any use thereof.

Claims relating to the performance of services by the Organizer must be made in writing to the Organizer before the end of the Event, in order to be assessed and taken into account. No claims will be entertained after that date.

33.2 Should the Organizer incur liability in the performance of the Contract, on any account and for any reason whatsoever, all forms of damage and loss taken together, in particular direct and indirect damage (including intangible damage), such liability will be strictly limited to the contractual price (or part thereof) of the part(s) of the Contract judicially recognized as not having been performed or as having been performed improperly, and such amounts shall not exceed the liability limit(s) in the Organizer's insurance contract, which the Organizer will notify to the Exhibitor on request.

### 34 – SALE – TRANSFER

The Exhibitor may sell or transfer some or all of its rights and obligations under the Contract to its subsidiaries or to any successor further to the restructuring, consolidation, demerger, sale or transfer of a substantial part of its business, share capital/voting rights or assets relating to the subject of the Contract, separately or jointly with its other activities as part of an overall re-structuring operation, subject to giving the Organizer prior notice in writing. The said sale or transfer will imply compliance with the Contract by the beneficiary.

The Organizer may transfer some or all of its rights and obligations under this Contract to any companies of the GL events Group that succeed it due to the restructuring, consolidation, demerger, sale or transfer of a substantial part of its business, capital/voting rights or assets relating to the subject of the Contract, alone or jointly with other activities as part of an overall re-structuring operation.

### 35 – INVALIDITY OF A PROVISION

In the event of nullity of one of the stipulations herein, the Parties shall seek in good faith equivalent legally valid stipulations. In any event, the other stipulations and conditions herein shall remain in force.

### 36 – GOVERNING LAW - ASSIGNMENT OF JURISDICTION

This contract and any order for Services between the Exhibitor and the Organizer is governed by French law. Any dispute that may arise between the Exhibitor and the Organizer in connection with the completion and/or interpretation and/or performance and/or termination of this contract and/or of any contract entered into between the Exhibitor and the Organizer will be referred exclusively to the Commercial Court of Lyon, even in case of claims for third-party contributions or proceedings with multiple defendants, including any dispute relating to breach of contract or any commercial relationship pursuant to the provisions of article L.442-1 of the French Commercial Code.