

## **PARTICIPATION CONTRACT**

effective as of

### **DEFINITIONS –**

**Contract:** comprising (i) the participation request accepted by \_\_\_\_\_, (ii) the related quotation, (iii) the general provisions of this Contract, (iv) the special conditions or specific provisions covered in the annexes, (v) the documents referred to in Article 1 below as well as (vi) any requests for the provision of additional services.

**Exhibitor:** any natural and/or legal person having concluded with \_\_\_\_\_ the Contract to benefit from the provision of services within the context of the Event under consideration.

**Provision of Services:** provision of services, products rented and/or purchased by the Exhibitor from \_\_\_\_\_, such as are detailed in the participation request or the Quotation and, as the case may be, in any purchase orders for the provision of further services.

**Quotation:** the offer of the provision of \_\_\_\_\_' services to the Exhibitor including a description and a price, decided on a case-by-case basis.

**Event:** any Event or public operation organised by \_\_\_\_\_ taking place in France or internationally, such as trade shows, fairs, congresses, and exhibitions.

**PREAMBLE –** The Exhibitor and \_\_\_\_\_ (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 \_\_\_\_\_. As such, the Exhibitor recognises that it has been invited by \_\_\_\_\_ to formulate its observations/comments on the Participation Contract during the issue of the Quotation and of this Contract. \_\_\_\_\_ draft Following their discussions, the Exhibitor and \_\_\_\_\_ agreed to collaborate together on the conditions set out below. As such, the Contract replaces any other document previously exchanged between the Parties.

In this context, the Exhibitor on the one hand and \_\_\_\_\_ on the other hand declare that they have received all the necessary information pertaining to their commitments and also that they have perfectly understood and agreed to their commitments under the terms of said Contract.

As such, the Exhibitor acknowledges that its key 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 \_\_\_\_\_ to carry out the Provision of Services,

(ii) to make full payment of the Contract price, including, as the case may be, the insurance costs.

For its part, \_\_\_\_\_ recognises that its key obligation is to perform, within the agreed time limit and according to the required quality standards, the Provision of Services agreed upon and detailed in the Quotation and, where applicable, the purchase orders for the provision of additional services.

### **ARTICLE 1 – ORDER FOR THE PROVISION OF SERVICES**

Participation requests are made using special forms, either in paper or electronic format dedicated to each Event.

The forms are completed and signed by the Exhibitors personally. When the participation request comes from a legal entity, it must state its legal form, its capital and its head office. The form is signed by the legal representatives. The Contract is binding and final and the Exhibitor is bound by it on receipt by

of the Quotation relating to this Contract, returned signed by the Exhibitor, subject to any duly justified rejection by \_\_\_\_\_ as set out in Article 3 below.

The Exhibitor declares that it has understood and accepted the related rights and obligations.

Each participation request implies the full adherence of the Exhibitor:

- to this Contract,
- to the general regulations for the commercial Events produced by the Union Française des Métiers de l'Événement (French Meeting Industry Council) (RGMC 2015 version valid from 1<sup>st</sup> January 2016),
- to the safety specifications – internal regulations of the place where the Event is held,
- to the special technical regulations appearing in the “Exhibitor Area” or in the technical guide of the Event (construction regulations, waste processing, etc.).

The Contract is therefore composed of all of the documents referred to above and all public interest provisions that apply to Events organised in France. The Exhibitor also undertakes to comply with any new provision that \_\_\_\_\_ may communicate to it, even verbally, if the circumstances or the interests of

the Event require it.

## **ARTICLE 2 – EXHIBITORS & CO-EXHIBITORS**

2.1 In support of its participation request, the Exhibitor is obliged to forward a signed “confirmation” of brands or of models, as the case may be, if it is an importer or manufacturer’s agent considered as an intermediary, by each of the firms for which the products and materials will be exhibited. Special forms are to be requested from \_\_\_\_\_ reserves the right to control the conformity of the type of material or product exhibited in relation to the nomenclature provided in the participation request. If any of the above recommendations are not followed, \_\_\_\_\_ will have to take measures that may extend as far as closing the stand or location that is unacceptable and terminating the Contract.

2.2 Any Exhibitor who takes part in an Event at the stand of another Exhibitor, even temporarily, must register its presence with \_\_\_\_\_ by completing a participation request and signing a Contract with GL events Exhibition according to the terms set out herein. A registration fee and the insurance costs will be invoiced to the co-Exhibitor. This Contract will offer all associated benefits to all recognised Exhibitors (entry in the guide, insurance, etc.). In addition, the co-Exhibitor must comply with the obligation to leave its materials at its stand throughout the Event, and no materials will be permitted to be removed. The main Exhibitor may accommodate a co-Exhibitor on the condition that the minimum surface area assigned to each Exhibitor at the same stand is  $\geq 9 \text{ m}^2$  (e.g., one co-Exhibitor if the surface area of the stand is  $\geq 18 \text{ m}^2$ ; two co-Exhibitors if the surface area of the stand is  $\geq 27 \text{ m}^2$ ).

2.3 During the Event, within the site of the Event and its immediate surroundings, it is prohibited for any Exhibitor to act or to behave in such a way it would constitute parasitism or unfair competition with regard to the Event and/or its Exhibitors and/or Partners. \_\_\_\_\_ reserves the right to refuse access or remove temporarily or permanently any Exhibitor whose behavior would undermine the tranquility and the security of the Event, \_\_\_\_\_ and/or the other Exhibitors and/or visitors.

## **ARTICLE 3 – CONTROL OF THE RESERVATIONS, ADMISSIONS OR REJECTIONS –**

\_\_\_\_\_ may decide at any time, including after receipt of the participation request as set out in Article 1 above, to reject or accept reservations, and no recourse is allowed. A participation request may therefore be refused by \_\_\_\_\_, which will justify its refusal, taking into account, in particular, the provisions of Articles 2 and/or 10 below, and/or, as the case may be, with regard to the adequacy of the offer of the Exhibitor to the strategic positioning of the Event. An Exhibitor whose participation request has been rejected may not rely on the fact that it was accepted for previous Events, nor may it argue that its subscription was solicited by \_\_\_\_\_. An Exhibitor may also not rely on the correspondence between itself and \_\_\_\_\_, or receipt of the price \_\_\_\_\_

corresponding to the services requested, or that its name has been published in any list as evidence that it has been accepted. The rejection of the Exhibitor's participation will not result in payment of any compensation other than a refund of the amounts paid to \_\_\_\_\_, with the exception of the costs of opening the file, which will be retained by \_\_\_\_\_. The consequences of a cancellation are set out in this Contract.

#### **ARTICLE 4 – DATE AND DURATION –**

\_\_\_\_\_, the organiser of the Event, reserves the right to change the opening date or duration of the Event, or to decide to extend it, adjourn it or close it early, at any time, and the Exhibitors may not claim any compensation therefrom.

#### **ARTICLE 5 – SANCTIONS IN THE CASE OF NON-PERFORMANCE OF THE CONTRACT**

##### **5.1 EXCEPTION TO NON-PERFORMANCE**

In accordance with the provisions of Articles 1219 et seq. of the Civil Code, the performance of the Contract may be suspended by either of the Parties in the case of non-performance by the other Party of any one of its key obligations, after having sent a letter of formal notice by registered post with a request for acknowledgement of receipt, within the period noted in the terms of said letter.

All the costs arising from the resumption of the performance of the Contract by either of the Parties 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 the resumption of the performance of the Contract, it will be automatically terminated due to the fault of the defaulting Party. This termination will be notified to the latter by sending a new registered letter with a request for acknowledgement of receipt.

In this situation, the amounts paid to \_\_\_\_\_ by the Exhibitor up to the day of the termination of the Contract will be reimbursed to the Exhibitor, less deduction of internal and external fees incurred by \_\_\_\_\_ in its performance of the Contract up to the date of termination.

##### **5.2 TERMINATION OF THE CONTRACT**

It is expressly agreed between the Parties that failures in relation to the key obligations of each of the Parties such as are noted in Article 1 above may entail the termination of the Contract after non-response to the formal notification to the defaulting Party, sent by registered letter with a request for acknowledgement of receipt.

The termination will be notified to the latter by sending a new registered letter with a request for acknowledgement of receipt and will take effect immediately.

In the event that the termination is due to the faults of the Exhibitor: the exercise of this right to terminate will entail the settlement, on receipt of the invoice by the Exhibitor, of the whole of the Contract price and of the fees incurred by \_\_\_\_\_ in its performance of the Contract up to the date of termination.

In the event that the termination is due to the faults of \_\_\_\_\_ : the sums corresponding to the Contract up to the date of termination will be owed by the Exhibitor. \_\_\_\_\_, as the case may be, will repay any overpayments to the Exhibitor. In the event that the 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 COMPULSORY PERFORMANCE**

Given the specific nature of the Provision of Services concerned and of the indispensable know-how necessary to the performance of the obligations of \_\_\_\_\_ under the Contract, the Parties expressly agree to exclude the application of the provisions of Articles 1221 and 1222 of the Civil Code.

#### **ARTICLE 6 – FORCE MAJEURE**

In application of the provisions of Article 1218 of the Civil Code, the obligations of the Parties will be suspended in the event of an occurrence of force majeure. It is expressly agreed that the following events are considered to be examples of force majeure: (i) war, riot, fire, strike, natural disaster, shortage of raw materials, transportation strike, administrative closure of the site by a competent authority using necessary security powers or the police, even if the legal and jurisprudential conditions of force majeure are not met; (ii) proven threat of terrorism or of the commission of an act of terrorism.

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

(i) If the impediment is temporary, the performance of the obligation will be suspended unless the resulting delay does not justify the termination of the Contract.

Where the Contract continues, the Exhibitor will pay \_\_\_\_\_ all the costs incurred during the period of suspension of the Contract in addition to all other costs that may be generated on the transfer of the Contract and with appropriate supporting documentation.

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

The termination will entail the settlement, on receipt of the invoice, of the whole of the Contract price and of the internal and external fees incurred by \_\_\_\_\_ in its performance of the Contract up to the date of occurrence of the event of Force Majeure.

#### **ARTICLE 7 – UNFORESEEN EVENTS**

With regard to the duration of the Provision of Services concerned, the Exhibitor and \_\_\_\_\_ agree to exclude the application of the provisions of Article 1195 of the Civil Code.

**ARTICLE 8 – OBLIGATIONS OF THE EXHIBITOR** – The fact of entering into a Contract with \_\_\_\_\_ entails an obligation to occupy the stand or location assigned by \_\_\_\_\_ within the delays prescribed by it in the “Exhibitor’s Guide” and to keep it in place until the closing of the Event. Exhibitors are formally prohibited from packing or removing their materials or animals before the closing of the Event. In general, the Exhibitor must strictly comply with the regulations in force and with any other regulations that are added to them or replace them, and in particular with the regulations governing subcontracting, health, safety and illegal employment. The award of the Contract implies compliance with the public order and policing measures that are imposed both by the authorities and by \_\_\_\_\_. Any breach, of any nature, of the contractual documents as set out in Article 1 above, or of any other provision set out above or any other provision that may be 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 \_\_\_\_\_ and the application of the provisions of Article 6 above. \_\_\_\_\_ disclaims any liability for the consequences of failure to comply with the contractual documents and/or the regulations in force.

The Exhibitors are required to be present at the Event to which the samples of their professional group assign them. They may exhibit only the products or animals in respect of which they have made their participation request. They may only distribute catalogues and prospectuses relating exclusively to the items and animals they are exhibiting.

#### **ARTICLE 9 – NOMENCLATURE/SAMPLES, ITEMS OR ANIMALS ALLOWED**

The Exhibitor will exhibit under its own name or business name. It may present, at its location, only the materials, products, services or animals listed in its participation request and agreed to by \_\_\_\_\_ as corresponding to the Event nomenclature; otherwise, it may be excluded or the Contract may be terminated. The Exhibitor may not engage in any advertising in any form whatsoever either for third-party non-exhibitors or for the products of such third parties, unless expressly so authorised by such third parties. Accordingly, when the participation request is sent to \_\_\_\_\_, the Exhibitor must submit the specific confirmation that has been issued to it by the third parties. The Exhibitor will be denied entry to the Event for any animal for which the up-to-date vaccination identification booklet has not been presented to the Délégation de la Direction des Services Vétérinaires (Departmental Commission for Veterinary Services) (Direction Départementale de la Protection des Populations [Departmental Board for Population Protection]). It is up to the Exhibitor to make all the arrangements to ensure that its packages are delivered to it on time.

**ARTICLE 10 – PROHIBITED SAMPLES** – Explosive substances, detonators and, in general, all hazardous or harmful substances without prior written permission are strictly prohibited. An Exhibitor that has brought such substances without permission to its stand will be required to remove them forthwith, on simple request by \_\_\_\_\_; otherwise, \_\_\_\_\_ will itself remove them at the Exhibitor's expense and risk, without prejudice to any proceedings that might be brought against it. The installation or operation of any item and device that could in any way interfere with the other Exhibitors and/or \_\_\_\_\_ is strictly prohibited.

**ARTICLE 11 – PROHIBITION ON TOTAL OR PARTIAL TRANSFER**

The stand or assigned location must be occupied by its holder, and the transfer of all or part of a stand or location in any form whatsoever is formally prohibited; otherwise, the stand may be immediately closed and the Contract automatically terminated early by \_\_\_\_\_.

**ARTICLE 12 – PROSPECTUSES, LOUDSPEAKERS, SOLICITING**

Prospectuses may be distributed only within the stands or locations assigned to each Exhibitor. Soliciting and advertising by loudspeaker, in any manner, without prior written permission is strictly prohibited, to the exception of a specific service ordered by the Exhibitor. 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 locations, by any method whatsoever (tape recordings, disks, radio, videos, films, musicians, singers, etc.) should obtain written legal authorisation 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 \_\_\_\_\_ will have the right to require from them.

**ARTICLE 13 – SIGNS, POSTERS** – Placing advertising signs or boards outside stands or at points other than those reserved for that use, which are as shown on the drawings sent to the Exhibitors at their request, is prohibited, to the exception of a specific service ordered by the Exhibitor. Boards or posters placed inside the stand and visible from the outside must be approved by \_\_\_\_\_, which may reject them if these boards or posters disturb the good order or good conduct of the Event or are inconsistent with the nature or purpose of the Event. The same rule applies to advertising boards made available to Exhibitors in the area inside the Event. In the event of violation, \_\_\_\_\_ will have any boards, signs or posters put up in violation of the Contract removed at the expense and risk of the Exhibitor without any prior notice. The Exhibitor agrees to comply with the provisions of Law No. 91-32 dated 10 January 1991 relating to the fight against smoking and alcoholism.

**ARTICLE 14 – PHOTOGRAPHS, FILMS, SOUND RECORDINGS**

Photographs, films, videos and sound recordings produced by professionals within the location where the Event is held may be permitted, with written authorisation from . A proof or copy of the media must be provided to within fifteen days after the closure of the Event. Such authorisation may be withdrawn at any time and for any reason whatsoever. The Exhibitor expressly authorises to use any shots representing its stand (including all representations of its trademarks, logos, products and animals, unless express notice to the contrary is given to ) taken during the Event, exclusively for its own promotion, and regardless of the medium (including the websites operated by ).

The Exhibitor therefore authorises , which reserves the right to reproduce and distribute, for commercial use and its own advertising needs, all or part of (i) the photographs and/or videos representing the Provision of Services in question to be rendered by on behalf of the Exhibitor, (ii) the Exhibitor's commercial 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/formats of publication in France and abroad during a period of 5 (five) years from the date of the Event.

In this regard, the Exhibitor declares and warrants that it is the exclusive title holder of the rights attached to the items referred to above and, thus, that it has all the rights and authorisations necessary for the authorisation of exploitation granted to , in default of which it is invited to give specific prior notice to or to hold it harmless of any claim that may be brought in connection with the exploitation of the above-listed rights.

The Exhibitor waives any payment in this regard, and it waives any rights of utilisation 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 may not damage its image and/or its reputation.

## **ARTICLE 15 – PERSONAL DATA – COMPLIANCE**

### **15.1 Processing of personal data by (hereinafter « GL »)**

According to the French Data Protection Act of January 6th, 1978, modified and to the European regulation 2016/679 (GDPR), GL, acting in quality of data controller, processes personal data provided by the Exhibitor as part of its participation requested for the Event.

In this context the communication of personal data by the Exhibitor to GL is mandatory for the participation of the Exhibitor.

Personal data is processed by GL for the following purposes:

- A) The contractual or precontractual relationship management and follow-up (the process of : participation request, quotation request, orders, billing, delinquency management and dispute, management of Exhibitor's stand, publication of some data on the exhibitor area present on the Event website) ;
- B) The exploitation, development and management of the customer/prospect database (sending of newsletters, commercial prospection, the organization of contests, processing of requests to exercise the rights, the management of registrations, the examination of the registration conditions, the management of contact requests, the organization of business meeting) ;
- C) The improvement and customization of services for the Exhibitor (production of statistics, satisfaction surveys, newsletters subscription management) ;
- D) The transfer of the personal data to GL's partners in the context of business relationship (transferts) ;
- E) The compliance with legal obligations.

Legal basis for the processing, which purposes are in the above-mentioned categories, are :

- For category A) : performance of the Contract to which the Exhibitor is a party or the performance of precontractual measures taken at the request of the Exhibitor.
- For categories B) and C) : legitimate interests arising from these categories for GL.
- For category D) : Exhibitor's consent. This consent may be withdrawn at any time.
- For category E) : compliance with a legal obligation.

The recipients of the personal data are the relevant GL department and partners/ GL events Group's companies in case of express consent of the Exhibitor, and processors. Some of these recipients may be located outside the European Union. When necessary, appropriate safeguards have been taken, particularly by the implementation of standard data protection clauses adopted by the European Commission.

GL only keeps personal data for such time as is necessary for the operations for which it was collected and in compliance with the regulations in force, for such time as is necessary for the compliance with legal obligations and/or, when GL does commercial prospection, for a maximum period of 3 years as of the last effective contact with the prospect/client, to the exception of some cases justified by a particular context.

The Exhibitor has the right to access, modify and delete any data concerning its person. The Exhibitor has the right to restrict processing of its data, the right to portability of its data and also the right to set general and specific guidelines concerning how he wants its rights to be exercised after his death.

The Exhibitor is also hereby notified that he has the right to oppose the fact that its personal data could be used for commercial prospection purposes as well as the **right to oppose**, due to its specific situation, any processing based on the execution of a mission of public interest or on purposes of legitimate interests.

The Exhibitor may exercise the above-mentioned rights by writing an email to the following address: GL events Venues, Service Client, 59 quai Rambaud, 69002 Lyon, France.

The Exhibitor also has the right to lodge a complaint with a supervisory authority.

### **15.2 Processing of personal data by the Exhibitor**

The Exhibitor is fully and individually responsible of its processing of personal data. On this basis, the Exhibitor commits to comply with the obligations incumbent to any data controller, including to transfer to GL personal data harvested in accordance with all applicable legal and regulatory requirements.

Furthermore, the Exhibitor expressly guarantees GL against any and all claims from third parties which GL could suffer through the violation, by the Exhibitor, of its data controller's obligations. The Exhibitor agrees to indemnify GL of any and all damages that GL might suffer and to pay GL any costs, indemnities, charges and/or convictions that GL could have to bear in this regard.

**15.3** The GL events Group has implemented a Code of Business Conduct that sets out the rules with which the Group requires all parties to comply in the context of the commercial relationships that it develops. This Code is available on the website [www.gl-events.com](http://www.gl-events.com).

**ARTICLE 16 – MAINTENANCE OF STANDS – LOCATIONS** – Stands/locations must be perfectly maintained. Bulk packaging, items that are not being used for the presentation of the stand/location, and staff clothing must be stored out of sight of visitors. The stand/location must be occupied at all times during opening hours by a competent person. Exhibitors will not dismantle their stand/location and will not remove any of their items before the end of the Event, even if it is extended. The items on display may not be left covered during the Event's opening hours; the covers used at night must not be seen by visitors, and must be stored out of sight inside the stands/locations. 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. Any person employed at the Event by Exhibitors must be properly attired and be at all times courteous and well-behaved. No such person will accost or in any way bother visitors or other Exhibitors.

## **ARTICLE 17 – USE – ALTERATION OF STANDS, LOCATIONS – RUBBISH, INTERFERENCE WITH OTHERS' ENJOYMENT**

The Exhibitors take the stands or assigned locations – it being noted that the final allocation of the stands or locations is up to \_\_\_\_\_ which makes its best efforts in taking into account the wishes of the Exhibitors as regards the strategic position of the Event and the products and services considered in their current condition and they must maintain them in the same condition. 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 or animals to the materials, buildings, trees or ground occupied by them and must pay the costs of the repair work. The arranging and equipping of stands or locations by the Exhibitors must be done in accordance with the rules set out in the "Exhibitor's Guide", in particular relating to the layout of the premises and the application of the provisions of the safety specifications. The Exhibitors located outside are required to submit plans for the structures they wish to construct on their locations to \_\_\_\_\_ .

If, as a result of an unforeseeable event or an event outside its control, \_\_\_\_\_ is prevented from delivering the location 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 Article 5 paragraph 2. However, no refund is owed if the Exhibitor is given possession of another location by \_\_\_\_\_

The Exhibitor must take care of the material made available to it; otherwise, it must pay the cost of replacing any damaged material. Installations must be carried out in accordance with the safety regulations in force. Firms doing the interior decoration of stands are not authorised to deal with or perform electrical installations. The Exhibitor will inform \_\_\_\_\_ of all characteristics of the material it wishes to install, at the 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 materials or special installations, \_\_\_\_\_ will remove the items in question of its own accord, at the expense and risk of the Exhibitor, without prejudice to any additional compensation that \_\_\_\_\_ might claim from it.

**Safety:** Throughout the Event, the Exhibitor must comply and ensure compliance by the persons who visit its stand/location (visitors, contractors, etc.) with the provisions relating to safety arrangements and, more generally, to the conduct of the Event, under the Exhibitor's own responsibility.

**ARTICLE 18 – APPROVED ENTERPRISES** – The enterprises approved by \_\_\_\_\_ are the only ones authorised to carry out works, provision of services and the supply of materials for the Event.

### **ARTICLE 19 – DISTRIBUTION OF FLUIDS AND ENERGY**

19.1 \_\_\_\_\_, which is dependent on the companies and corporations that hold concessions for the distribution of fluids and energy, disclaims all liability in the event of any interruption in their distribution, regardless of the duration.

19.2 For safety reasons, only persons who are mandated by \_\_\_\_\_ are authorised 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 supply of current is not warranted against micro-power cuts 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 the legislation in force. \_\_\_\_\_ may not, in any case, be held liable in any way with regard to messages, data, files, content or signals sent and/or received by the Exhibitor while using the Internet/Wi-Fi service made available to it by \_\_\_\_\_, or for the unlawful nature of any site or content visited, consulted or put online by the Exhibitor while using its service. Accordingly, the Exhibitor holds \_\_\_\_\_ harmless against all damage, direct or indirect, tangible or intangible, caused by the Exhibitor's use of the Internet/Wi-Fi service.

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.

**ARTICLE 20 – DISPOSAL OF WASTE –**

reserves the right to pass on all or

part of the charges, taxes and burdens under the regulations in force.

also agrees to make Exhibitors aware of how much it is in their interests to manage their waste production.

**ARTICLE 21 – TIMES, ACCESS AND CIRCULATION –**

The stands/locations are accessible to Exhibitors and visitors on the dates and at the times set out in the “Exhibitor’s Guide”. Electrical current 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 exterior spaces of the park as set out in the internal rules of the place where the Event is held.

**ARTICLE 22 – PARKING –**

Where applicable, the rental of additional parking spaces, if required, is done using a special form found in the “Exhibitor’s Guide” which states the terms and conditions. Parking is at the risk of the vehicle owners, and the fees collected are for parking only, and not for care or control.

**ARTICLE 23 – FOOD SERVICE STANDS –**

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

**ARTICLE 24 – VACATION OF LOCATIONS/STANDS –**

All Exhibitors must remove their samples and layouts, furniture, decoration and/or animals immediately after the closure of the Event.

expressly disclaims any liability for items or materials left in place after the timeframe set out above.

reserves the right to clear out the stand or location of its own accord and at

any time, at the expense and risk of the Exhibitor, all without prejudice to any damages in the event of a loss caused by said items, materials or animals.

**ARTICLE 25 – CANCELLATION, FAILURE TO OCCUPY**

**Cancellation** In the event of total cancellation of the order for the Provision of Services listed in the Contract or of the partial cancellation of said order (the reduction of the surface area and/or cancellation or modifications of the services ordered) by the Exhibitor, for whatever reason, the latter is bound to pay compensation calculated in the following manner:

1/ cancellation between the date of reservation and the 60<sup>th</sup> day before the start date of the Event (1<sup>st</sup> day of setting up): 50% of the full Contract amount (reservation of space and, as the case may be, provision of the initial order and additional services); 2/ cancellation between the 59<sup>th</sup> day and the 30<sup>th</sup> day before the start date of the Event: 75% of the total Contract amount (reservation of space and, as the case may be, provision of the initial order and additional services); 3/ cancellation between the 29<sup>th</sup> day and the start date of the Event or during the Event: 100% of the full Contract amount (reservation of space and, as the case may be, provision of the initial order and additional services).

In any case, the cancellation request shall be made by the Exhibitor to by registered letter with acknowledgement of receipt. Such request shall be deemed having received on the date on the stamp made by the post office on the acknowledgement receipt.

**Failure to occupy:** any stand or location that is not in use within the delays prescribed in the “Exhibitor’s Guide” will be deemed not to have been occupied, and the Contract will then be terminated automatically and 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

## ARTICLE 26 – OBLIGATORY INSURANCE

26.1 The Exhibitor must be the holder of professional liability insurance covering its activities and the pecuniary consequences of all damage caused by the act of any of its employees and/or any of its subcontractors and/or persons/providers authorised by it and/or caused by its goods, furnishings or equipment. The Exhibitor agrees to maintain this coverage and insurance throughout the entire duration of this Contract and to provide proof upon \_\_\_\_\_’ request.

26.2

### OPTION 1 INTERNATIONAL EVENT

[The Exhibitor must obligatorily take out a property damage insurance policy with its insurance company to cover the goods and materials exhibited for a period covering the setting-up, the duration of the operation and the dismantling of the Event. In this regard, \_\_\_\_\_ declines all liability in the event of theft and/or damage of said goods and materials exhibited.]

In the event of damages to its property, the Exhibitor and its insurers waive all claims against \_\_\_\_\_ and its insurers.

### OPTION 2 EVENT IN FRANCE

[The Exhibitor must obligatorily take out a property damage insurance policy for the amount of €5,000 (five thousand euros) to be implemented by \_\_\_\_\_ as shown on the participation request form. Supplementary coverage above this cover can be requested from \_\_\_\_\_.

In the event of damages to its property, the Exhibitor and its insurers waive all claims against \_\_\_\_\_ and its insurers.

The clauses, coverages, deductibles and exclusions (in particular for theft) are set out in the details of the information notice provided to the Exhibitor on first request.

The insurance terms may be changed based on the requirements of the insurers. Any changes will be accepted by the Exhibitor, who agrees thereby not to assert that they are such as to permit the Contract to be called into question.

The period of the relevant coverage of said obligatory insurance covers the duration of the operation of the Event, until closure to the public.

Outside this period, \_\_\_\_\_ disclaims all liability in the event of theft and/or damage.]

Whatever the case may be, \_\_\_\_\_ shall not be held liable for any claims whatsoever, including theft, loss, destruction, etc. related to personal belongings and items of the Exhibitor, in particular laptops, tablets, phones and more generally all electronic devices, cash and valuables as well as items of art and collectibles, jewellery and furs, precious stones, pearls, watches.

**ARTICLE 27 – NUISANCES** – By reason of the personal nature of the agreement binding the Exhibitor and \_\_\_\_\_, 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 \_\_\_\_\_ or other Exhibitors, it undertakes not to do anything that could interfere with the proper conduct of the Event. Any behaviour that is detrimental to the smooth running of the Event, and any breach of the provisions of the contractual documents, may, at the

initiative of \_\_\_\_\_, result in the immediate exclusion of the offender and termination of the Contract.

**ARTICLE 28 – PAYMENT** – The deposit is payable to \_\_\_\_\_ upon placing the order for the Provision of Services by the Exhibitor, as set out in Article 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 delivered 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.

The implementation of the provisions of Article 1223 of the Civil Code must be the subject to \_\_\_\_\_' express prior agreement.

Any late payment by the Exhibitor of the amounts owed by the due date, howsoever arising, for any reason whatsoever, will (following formal notification) incur late payment interest charges calculated based on the interest rate applied by the European Central Bank in its most recent refinancing operation, increased by ten (10) percentage points, without however being less than three (3) times the legal interest rate in force on this date (based on the due date, the ECB rate applicable during the first half of the year concerned shall be the rate in force on 1 January of that year and that applicable during the second half will be the rate in force on 1 July of that year). The Exhibitor will also be liable for fixed compensation for the recovery costs in any commercial transactions provided for in Articles L.441-6 and D.441-5 of the Commercial Code, as well as, on presentation of receipts, any additional compensation.

**ARTICLE 29 – RETAIL SALES, TAKE-AWAY SALES AND TASTING** – The Exhibitor must comply with the regulations in force relating to sales to consumers and distance selling. The selling and taking of orders are authorised during the Event, on condition of compliance with the regulations in force. Only visitors with an invoice issued by the vendor Exhibitor in proper form will be authorised to remove material purchased. All Exhibitors engaging in such sales must keep an inventory recording the entry and exit of goods. Each Exhibitor must be able to present its inventory book to the expert at all times, failing which coverage may be denied. The only prohibitions are auctions, pyramid schemes and sideshow sales. Any Exhibitor who uses the above-mentioned sales techniques would be liable to immediate automatic cancellation of the Contract by \_\_\_\_\_ and payment of damages, without prejudice to any third-party proceedings against the Exhibitor in the event that \_\_\_\_\_ were to be held liable by a consumer who was the victim of such a practice or the consumer's representative.

A written request must be made to \_\_\_\_\_ for any paid tasting of food or beverages. Authorisation for paid tasting imposes an obligation on the Exhibitor to comply with the special regulations that apply thereto.

**ARTICLE 30 – DISPLAY OF PRICES – CONSUMER INFORMATION** – The Exhibitor must comply with the regulations in force relating to the display of prices.

In accordance with the provisions of Article L.121-97 of the Consumer Code, the Exhibitor is to inform its consumer customers that their purchases do not give a right of cancellation:

- by means of a placard at its space: the Exhibitor affixes, in a visible manner for its consumer customers, on a panel that cannot be smaller in format than A3 and in a font size not less than 90-point, the following phrase: *"The consumer does not benefit from a right of cancellation for any purchase made in [this fair] or [this exhibition] or [at this stand]" (ministerial order dated 12 December 2014);*
- by means of a box in its contract proposals: the contract proposals concluded by the Exhibitor with the consumer clients state, in a box printed at the head of the contract, and in a font size not less than 12-point, the following phrase: *"The consumer does not benefit from a right of cancellation for a purchase made in a fair or in an exhibition" (ministerial order dated 12 December 2014).*

This absence of a right of cancellation does not apply to contracts subject to a consumer credit agreement and those resulting from a personal invitation to visit an exhibition space to come there to look for a gift.

**ARTICLE 31 – DISTRIBUTION OF ALCOHOL** – An Exhibitor subject to the regulations respecting indirect taxation must, on its own accord, perform the formalities for which it is responsible in respect of temporary licences and transit bonds for goods. Throughout the Event, the indirect taxation authority is entitled to inspect stands.

**ARTICLE 32 – RESPONSIBILITY OF THE EXHIBITOR** – The Exhibitor is solely responsible for its stand/location and for any furniture/animals in said stands/locations both in terms of the participants, the service providers sent by it, visitors or guests, or by \_\_\_\_\_, and will be responsible for ensuring compliance with the provisions set out in this document and for making them known.

The Exhibitor will be personally responsible for obtaining the necessary authorisations and, more specifically, and 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 at its stand.

The Exhibitor declares that it complies with the legal and regulatory provisions in force that may apply to the Event and in this respect, that it complies with and will scrupulously ensure compliance with such provisions as are in force, in particular concerning signs, directional signs, roads, cleanliness, police, noise, health, safety and labour inspection, in such a way that no liability claim may ever be made against \_\_\_\_\_. The Exhibitor agrees to pay the fees and taxes that may be owed to

organisations such as SACEM.

The Exhibitor must prove to \_\_\_\_\_ in writing, no later than one month before the opening of the Event, that it has obtained such authorisations.

The Exhibitor will be solely liable, both criminally and civilly, for any consequences of failure to obtain authorisation, and no claim may be made in liability against \_\_\_\_\_ for any reason whatsoever.

In return, it agrees to indemnify and hold harmless \_\_\_\_\_ from any damage that may result for \_\_\_\_\_ from failure to comply with the above-mentioned provisions.

An Exhibitor that installs a sound system warrants that it complies with Articles R. 571-25 to R. 571-30, and R. 571-96 of the Environmental Code relating to the provisions applicable to establishments or premises open to the public that ordinarily broadcast amplified music, and will be liable in the event of breach and of a claim by a third party.

In the event that the sound is too loud, \_\_\_\_\_ 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 \_\_\_\_\_ during the effective period when the premises are made available (assembly and disassembly periods included) will be invoiced to the Exhibitor, unless the cause is attributable to \_\_\_\_\_. The invoice for repair of wear and tear and damage must be paid on receipt. Repairs that are necessary to restore the premises will be arranged and carried out by \_\_\_\_\_, 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 the exclusive responsibility of the Exhibitor.

### **ARTICLE 33 – RESPONSIBILITY OF**

33.1 \_\_\_\_\_ warrants the compliance of the services it provides under the Contract. The Exhibitor will verify such compliance before any use.

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

33.2 In the event that \_\_\_\_\_ incurs liability in the performance of the Contract, on any account and for any reason whatsoever, for all damage combined, and in particular direct and indirect damage (including intangible damage), such liability will be strictly limited to an amount no greater than the price or portion of the price set out in the Contract that is judicially recognised as not having been performed or as having been performed improperly, and such amount may be no greater than \_\_\_\_\_' insurance contract, which coverage limits the coverage limit(s) in \_\_\_\_\_ will notify to the Exhibitor on simple request.

**ARTICLE 34 – SALE – TRANSFER** The Exhibitor may sell or transfer all or some of its rights and obligations under the Contract to its subsidiaries or to any successor due to the restructuring, consolidation, division, 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 of the Exhibitor in the framework of a global re-organisation, subject to prior written notification to \_\_\_\_\_. Said sale or said transfer will imply compliance with the Contract by the beneficiary.

\_\_\_\_\_ may transfer all or some of its rights and obligations under this Contract to any companies of the GL events Group that succeed it due to the restructuring, consolidation, division, 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 in the framework of a global re-organisation.

#### **ARTICLE 35 – APPLICABLE LAW – JURISDICTION**

THIS CONTRACT AND EVERY ORDER FOR THE PROVISION OF SERVICES BETWEEN THE EXHIBITOR AND \_\_\_\_\_ IS GOVERNED BY FRENCH LAW.

ANY DISPUTE THAT MAY ARISE BETWEEN THE EXHIBITOR AND \_\_\_\_\_ IN RELATION TO THE FORMULATION AND/OR INTERPRETATION AND/OR PERFORMANCE AND/OR CESSATION OF THIS CONTRACT AND/OR OF ANY CONTRACT CONCLUDED BETWEEN THE EXHIBITOR AND \_\_\_\_\_ WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF LYON, EVEN IN THE EVENT OF THIRD-PARTY PROCEEDINGS OR A PLURALITY OF DEFENDANTS, INCLUDING ANY DISPUTE RELATING TO THE BREACH OF THE CONTRACT OR ANY COMMERCIAL RELATIONSHIP THAT WOULD BE TAKEN INTO CONSIDERATION UNDER THE PROVISIONS OF ARTICLE L.442-6 OF THE COMMERCIAL CODE.

***DATE AND SIGNATURE***

***PRECEDED BY THE HANDWRITTEN WORDS «READ AND APPROVED»***