

PARTICIPATION CONTRACT

General Terms of Sale effective as of June 1st, 2022

DEFINITIONS

General Terms of Sale or GTS: present general terms defining the rights and obligations of the Organizer and the Exhibitors in the framework of the organization and conduct of the Event.

Contract: comprises (i) the Participation request accepted by the Organizer and the related Quotation if applicable to the Event, (ii) the General Terms of Sale, (iii) the documents referred to in section 1 below as well as (iv) any specific provisions or requests for the provision of additional services agreed between the Parties.

Quotation: the commercial offer of provision of services by the Organizer to the Exhibitor including a description and a price, decided on a case-by-case basis.

Participation request: file returned by the Exhibitor wishing to take part to the Event.

Space(s): space(s) made available to the Exhibitor at the venue of the Event as part of the Services related to its Contract.

Exhibitor Area: area on the Event's website, containing various particulars reserved for Exhibitors, including the Exhibitor Guide.

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 14,405,912 euros, listed in the Trade & Companies Register of Lyon under number 380 552 976, headquartered at 59 Quai Rambaud - 69002.

Event: any public event, gathering or campaign organized by the Organizer in France or abroad, such as trade shows, fairs, congresses and exhibitions. The Event can be conducted on a physical site and/or via a digital platform.

Provision of Services: provision of services, products rented and/or purchased by the Exhibitor from the Organizer, as itemized in the Contract and where applicable in any purchase orders for the provision of further services. The Provisions of Services concern the physical participation in the Event and, as the case may be, the participation in the digital platforms of the Event (marketplace, website,...).

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.

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.
- For its part, the Organizer recognizes that its essential obligation is to provide, on a best effort basis, 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.

If the Exhibitor wishes to participate in a digital event related to the Event, the Organizer will communicate to the Exhibitor the specific conditions of participation for this digital event.

ARTICLE 1 – ORDER FOR THE PROVISION OF SERVICES

1.1 Participation requests are made using special forms, specific to each event, either in paper or electronic format. 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 is binding and the Exhibitor is committed to pay the price, either upon receipt of the signed version if in paper format, or upon online validation in the Exhibitor Area if in electronic format (see article 1.2 below), subject to any refusal duly justified by the Organizer as set out in section 3 below.

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. 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.

ARTICLE 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 its username and a password to access and fill in the Participation request 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 on the box or mention provided for that purpose, and in so doing the Exhibitor is deemed to have signed and unreservedly accepted the Contract. The Exhibitor will then receive an e-mail confirming that its Participation request has been received. The summary of this request and the Contract in PDF version are available on its Exhibitor Area.

ARTICLE 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. 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 place and terminating the Contract.

2.2 The main Exhibitor can host a co-Exhibitor on its stand, subject to prior validation by the Organizer, when authorized by the Event. In that case, any Exhibitor present on the stand of another Exhibitor, even temporarily, must register its presence with the Organizer by comple-

ting 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. This Contract offers all the benefits inherent to all recognized Exhibitors (entry in the guide of the Event etc.). In addition, a co-Exhibitor is required to leave its equipment on its place throughout the Event, removal thereof being strictly prohibited.

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.

ARTICLE 3 – PARTICIPATION REQUESTS, PROCESS OF ADMISSION OR REFUSAL PROCESS -

3.1 The Organizer may decide at any time, even after receiving the Participation request as set out in article 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 article 2 and/or 12 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 new edition; 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.

The Organizer draws up the general plan of the Event with regard to the strategic positioning of the Event, the products or services in question and the places available on the date of receipt of the Participation request. When allocating the places, the Organizer makes its best efforts to take into account the wishes expressed by the Exhibitor, without the Exhibitor being able to claim the reservation of a particular place or to contest the allocation decided by the Organizer.

The Organizer reserves the right to modify, whenever it deems it useful in the interest of the Event, the layout and assignment of the places.

ARTICLE 4 – PAYMENT

The deposit stated in the Participation request is payable at signature of the Contract.

- If the deposit or balance is not paid by the Exhibitor within the indicated deadline, the Organizer reserves the possibility to terminate the Contract and/or to put back on sale the Place initially proposed to the Exhibitor.
- 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 Participation request and 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' 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.

ARTICLE 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.

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 costs incurred by the Organizer in its performance of the Contract up to the date of termination - as duly proved -, on receipt of the invoice by the Exhibitor. Any major breach committed less than 4 months before the Event and justifying the termination of the Contract entails in any case payment of 100% of the Contract.

If the Contract is terminated through the fault of the Organizer: the sums corresponding to services correctly executed and duly justified by the Organizer up to the date of termination will be owed by the Exhibitor.

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.

ARTICLE 6 – LOCATION

If the circumstances so require, in particular in case of force majeure, the Organizer of the Event reserves the rights at any time

to modify the place(s) where the Event is held, as long as the new place(s) remain within the same catchment area of the Event, such change having no effect on the validity of the Contract. The new location(s) of the Event will be chosen as early as possible, and will take into account as much as possible the constraints of all stakeholders (site operator, Organizer, Exhibitors, sponsors, visitors etc.)

ARTICLE 7 – POSTPONEMENT, CANCELLATION, FORCE MAJEURE

7.1 – General Provisions

Under the provisions of article 1218 of the French Civil Code, the Organizer's 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 Organizer shall alert the Exhibitor forthwith by postal mail or email 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 payment 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.

7.2 – 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 7.1 above. It is specified that for the implementation of this clause, the notifications between the Organizer and the Exhibitor may be by postal mail or email. After the announcement by the Organizer of the postponement or cancellation of the Event, each Exhibitor will benefit from a 10 worked days delay in order to make its decision known. Failing an answer from the Exhibitor within the indicated deadline, the Organizer reserves the right to choose the option to apply.

7.2.1 – If the Event is postponed (“postponement” meaning any new date situated at the latest 12 months after the initial date):

-CASE 1: 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.

-CASE 2: 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 reimbursed. In order to cover a part of the costs incurred by the Organizer, the Organizer will keep a

forfeit equal to 25 % of the amount of the Contract, if the announcement of postponement as well as request for reimbursement are made less than 90 days before the initial date of the Event.

7.2.2 – If the Event is cancelled, each Exhibitor may exercise one of the 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. In order to cover a part of the costs incurred by the Organizer, the Organizer will keep a forfeit equal to 25 % of the amount of the Contract, if the announcement of cancellation as well as request for reimbursement are made less than 90 days before the initial date of the Event.

If the Event is postponed several times, the terms « initial date » refer to the date previously announced.

If only the « physical » part of the Event is postponed or cancelled, the conditions above apply only to the part of the amount of the Contract related to the physical presence of the Exhibitor on the Event.

7.2.1 – If the Event is postponed (“postponement” meaning any new date situated at the latest 3 months after the initial date):

-CASE 1: 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.

-CASE 2: 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. In any case, the Organizer will keep the amount related to the Digital Show (if it is held).

•Option 2: sums already paid by the Exhibitor will be entirely reimbursed. In order to cover a part of the costs incurred by the Organizer, the Organizer will keep a forfeit equal to 25 % of the amount of the Contract. In any case, the Organizer will keep the amount related to the Digital Show (if it is held).

7.2.2 – If the Event is cancelled, each Exhibitor may exercise one of the 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. In any case, the Organizer will keep the amount related to the Digital Show (if it is held).

•Option 2: sums already paid by the Exhibitor will be entirely refunded. In order to cover a part of the costs incurred by the Organizer, the Organizer will keep a forfeit equal to 25 % of the amount of the Contract. In any case, the Organizer will keep the amount related to the Digital Show (if it is held).

ARTICLE 8 – 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.

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.

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. This also applies when the Event is modified or postponed.

Failure to occupy - Any 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. This article shall not apply in case where the failure to occupy is the result of a situation provided for in article 6.2 aforementioned.

ARTICLE 9 – HARDSHIP CLAUSE

The Exhibitor and the Organizer agree to waive the provisions of article 1195 of the French Civil Code.

ARTICLE 10 – EXHIBITOR'S OBLIGATIONS

The fact of entering into a Contract with the Organizer entails an obligation to occupy the Place as assigned by the Organizer within the deadline stated by the Exhibitor Area, 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. 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 Organizer, if the seriousness of the breach so justifies.

Exhibitors 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.

ARTICLE 11 – SCHEDULE OF EXHIBITS/ SAMPLES OR ITEMS ALLOWED

The Exhibitor will exhibit under its own name or business name. At its Place, 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. In the case of events where the Organizer accepts that the Exhibitor advertise the products of non-exhibitors,

the Exhibitor must obtain prior authorization from these third parties. 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 a justification certificate when sending its Participation request to the Organizer.

ARTICLE 12 – PROHIBITED ITEMS

Explosive substances, detonators and generally all hazardous or harmful substances, as well as items likely to disturb in any way whatsoever the other exhibitors and/or the Organizer, are strictly prohibited without express prior consent of the Organizer. Any Exhibitor bringing such items onto its Place 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.

ARTICLE 13 – TOTAL OR PARTIAL TRANSFER PROHIBITED

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

ARTICLE 14 - BROCHURES, LOUDSPEAKERS, SOLICITING

Brochures may only be handed within the 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, as well as the use of any noisy object not authorized by the Organizer, are 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.

ARTICLE 15 – SIGNS, POSTERS, COMMUNICATION

15.1 SIGNS, POSTERS - It is prohibited to place signs or billboards outside places 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. 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.

15.2 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.

15.3 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.

ARTICLE 16 – 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 place (including representations of its trademarks, logos and products, 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 place, (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.

ARTICLE 17 – PERSONAL DATA – COMPLIANCE

17.1 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 Place, 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 address indicated at the beginning of the document, or by e-mail to the following address: dpglex@gl-events.com. The Exhibitor also has the right to lodge a complaint with CNIL (the French data protection authority).

17.2 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.

17.3 Code of Business Conduct

The Organizer, by belonging to 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.

17.4 Anti-bribery and corruption and influence peddling

The Parties base their business relations on the principles of transparency and integrity. The Organizer, by belonging to 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, em-

ployees, 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.

ARTICLE 18 – MAINTENANCE OF PLACES

Places must be perfectly maintained. Bulk packaging, items not used for the presentation of the Place, and staff clothing must be stored out of sight of visitors. The Place must be occupied at all times during opening hours by a competent person. The Exhibitor shall not clear its Place and not remove any of its items 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 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.

ARTICLE 19 – USE – ALTERATION OF PLACES – DAMAGE, LOSS OF AMENITY

The Exhibitor takes the Place it is assigned in the condition it find it in and must keep it in the same condition. Any alteration (exterior appearance, numbering, height of the structures delivered, etc.) of the Places is strictly prohibited.

The Exhibitor is liable for the damage caused by its installation, staff or animals to the equipment, buildings, trees or ground occupied by it and must bear the costs of the repair work. The Exhibitor's Place must be arranged and fitted out in accordance with the rules set out in the Exhibitor Area, in particular those governing the layout of its area and the provisions of the safety specifications. The Exhibitor located outside is required to submit plans for the structures it wishes to construct on its 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 the Exhibitor, the Exhibitor will not be entitled to any compensation other than a refund of the price of its participation. 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 place (visitors, service providers, etc.) under its responsibility, the provisions governing the organization of safety and more generally the running of the Event.

Exhibitors must be present during the safety commission's visit and must be able to provide any official documents (classification report, etc.) that the commission may request.

ARTICLE 20 – APPROVED ENTERPRISES - NIGHT SECURITY

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

the Event.

The Organizer may provide night security for the Event. If the Exhibitor wishes to set up a specific night security service for its Place, it must contract with the service provider(s) selected by the Organizer. These service providers are selected by the Organizer based of their qualifications and their knowledge of the location of the Event.

ARTICLE 21 – FLUIDS AND ENERGY SUPPLIES

21.1 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.

21.2 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.

21.3 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.

21.4 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.

ARTICLE 22 – 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 the Exhibitor aware of how much it is in its interest to manage its production of waste.

ARTICLE 23 – OPENING HOURS, ACCESS AND CIRCULATION

The places are accessible to the Exhibitor and visitors on the dates and at the times specified in the Exhibitor Area. Power will be turned off and the Exhibitor is 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.

ARTICLE 24 – 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.

ARTICLE 25 – FOOD SERVICE STANDS

Any Exhibitor providing a food service (for events that allow it) 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.

ARTICLE 26 – VACATING PLACES

The Exhibitor must remove its 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 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.

ARTICLE 27 – INSURANCE

27.1 Professional Liability Insurance - The Exhibitor must be the holder of 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.

27.2 Property Damage Insurance Policy

The Exhibitor benefits when registering for the Event (as indicated in the Participation request) from a property damage insurance policy implemented by the Organizer and covering its exposed goods for a value of up to €5,000 (five thousand euros). Supplementary cover can be requested from the Organizer beyond this amount and for specific goods (fragile objects,...).

For some events, a multi-risk insurance can be arranged at the request of the Exhibitor, if proposed in the Participation request. If the Exhibitor exhibits in an outdoor location, the property damage insurance also covers its goods up to the above-mentioned value, except in the case of damage due to bad weather, for which a subscription can be made on a case-by-case basis.

In the event of damage to its property or its exposed goods, the Exhibitor and its insurers waive all claims against the Organizer and its insurers on any basis whatsoever. 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 or are available on its Exhibitor Area. 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 insurance period covers the lifetime of the Event until it is closed to the public. Outside this period, the insurance coverage is not acquired.

Concerning the personal effects and objects of the Exhibitor, the Organizer shall not be held liable for any claims whatsoever, including theft, loss, destruction, etc..

ARTICLE 28 – 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.

ARTICLE 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. The Exhibitor is required to issue an invoice for each sale of material, in accordance with the law. Selling by auction, snowball selling and «demonstration» selling are prohibited. If the Exhibitor engages in the aforesaid sales techniques, its Contract may be immediately terminated by the Organizer and the Exhibitor may incur 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.

ARTICLE 30 – PRICE DISPLAY – CONSUMER INFORMATION (B to C events)

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 Place: 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).

Exhibitors may however, on a voluntary basis, open a right of withdrawal for purchases made on their places.

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.

Finally, the Exhibitor is informed that in view of current jurisprudence (Order of 17 December 2019, Case 465/19 B & L Elektrogeräte GmbH), if the purchase follows a solicitation by the Exhibitor outside of its own place, visitors can exercise a right of withdrawal.

ARTICLE 31 – CIRCULATION OF ALCOHOL

Exhibitors liable for excise duties are 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.

ARTICLE 32 – EXHIBITOR'S LIABILITY

The Exhibitor alone is liable for its Place and for any furniture on the said 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 collective management organizations (SACEM, SPRE ...) for the freely available use of intellectual property rights, signs, trademarks, etc., used on its Place. The Exhibitor is also responsible for the payment of remunerations due to competent organizations. On request of the Organizer, the Exhibitor shall be able to justify so without delay and per writing.

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 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.

ARTICLE 33 - ORGANIZER'S LIABILITY

33.1 As regards the general organization of the Event, the Organizer is submitted to an obligation of means. The Organizer implements, during the entire period necessary to the organization of the Event, its best efforts in order for the Event to bring entire satisfaction to all stakeholders. However, the Exhibitor expressly recognizes that any organization of an Event being submitted to a number of uncertainties (economic conditions, weather conditions ...), the Organizer is not able to bring any guarantee in relation with economic benefits for the Exhibitor, especially in terms of content and layout of the Event, number of exhibitors, number of visitors, and visibility.

33.2 As regards general installation services, 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.

33.3 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.

ARTICLE 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.

ARTICLE 35 – INVALIDITY

If one or several provisions of this Agreement are deemed invalid or declared as such in application of the law or a regulation, or further to the definitive decision of a Court having jurisdiction, all other provisions shall remain fully effective.

The Parties hereby agree that the provision declared null and void shall be replaced by a provision of similar content, taking into account the Parties' initial intention, in order to maintain the economical balance of this Agreement.

ARTICLE 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.

At _____

Date _____/_____/_____

Signature of exhibitor
(preceded by the phrase « Read and Approved »)

Company stamp mandatory