

and conditions initially specified in the Quotation, without prejudice for the Client.

#### ARTICLE 6: DELIVERY OF EQUIPMENT

With regard to the preparation of the Event, the Client is informed that any delivery by its suppliers and/or service providers must be via the SPM Internal Service Road. In this regard, the Client undertakes to provide to ELISA the delivery form and security protocol delivered by ELISA at the Client's request, two (2) days prior to the date of delivery. In no circumstances will ELISA provide a security service or be held liable for theft and/or damage to deliveries. As a matter of principle, only deliveries organised directly by the Client will be accepted by ELISA.

#### ARTICLE 7: TRADE FAIRS AND EXHIBITIONS

A Client organising a trade exhibition within the meaning of Article L.762-2 of the Commercial Code undertakes to accomplish the statutory formalities through the competent authorities (in accordance with Decree No. 2006-85 of 27/1/2006). It must provide ELISA with a copy of the receipt of declaration at least fifteen days prior to the date of the Event. Failure to provide this document within the abovementioned time limit shall lead to application of the terms of outright cancellation set out in Article 9.1.

#### ARTICLE 8: SALES TO THE PUBLIC

A Client wishing to sell goods to the public undertakes to comply with the legislation in force. Accordingly, it shall provide ELISA with a copy of the prior declaration of sale to the public, and, at least fifteen days prior to the start of the Event, a copy of the acknowledgement or receipt for submission of the prior declaration, issued by the town hall. Failure to provide these documents within the abovementioned time limit shall lead to application of the terms of outright cancellation set out in Article 9.1. Finally it is specified that the sale of gold is strictly prohibited in SPM's premises.

#### ARTICLE 9: INTERNET:

If wired access to the Internet is set up by ELISA for the Client (such as the service is referred to in the Quotation), the usage of the Internet access shall be strictly professional. Depending on the technical constraints of the Event, it is possible that ELISA may not be in a position to filter and supervise this access. ELISA will inform the Client in this regard. Control of use of this access shall be the Client's responsibility. Subject to the law concerning respect for the private and professional life of the users and in accordance with the statutory provisions in force, the Client may exercise the abovementioned control over access. ELISA shall in no circumstances be held liable for any unlawful and/or negligent use of this Internet access used by the Client. The Client undertakes to take all necessary measures to ensure the application of these obligations, both by itself and by its own clients or guests.

#### ARTICLE 10: CANCELLATION

**10.1 Outright cancellation of the Event:** Outright cancellation of the event shall be understood to mean the non-occurrence of the event on the date specified in the Quotation signed by the Client, due to its own action (or that of its clients, service providers or agents) other than a situation of force majeure. In this situation, the Client shall be liable to ELISA for payment of the following sums: 50% of the amount set out in the Quotation in the event of cancellation more than 30 days prior to the date of the Event. 80% of the amount set out in the quotation in the event of cancellation between 8 and 30 days prior to the date of the Event. 100% of the amount set out in the quotation in the event of cancellation less than 8 prior to the date of the Event.

**10.2 Partial cancellation of the event:** Partial cancellation of the event shall be understood to mean a reduction of the number of attendees or services selected after the signing of the Quotation, due to its own action (or that of its clients, service providers or agents) other than a situation of force majeure. In this situation, the Client shall be liable for payment of all of the non-recoverable costs incurred by ELISA as at the date of partial cancellation.

#### ARTICLE 11: POSTPONEMENT

Where the Event has to be postponed to a date other than that specified in the Quotation signed by the Client, due to its own action (or that of its clients, service providers or agents) and other than a situation of force majeure, the Client shall be liable for all of the non-recoverable costs incurred by ELISA as at the date of partial cancellation. The Client is further informed that in default of an agreement between the Parties on a new date, this situation shall be considered to be a case of outright cancellation of the Event as provided for by Article 9.1.

Where the postponement is due to the action of ELISA, the Client may freely cancel its event and shall be entitled to reimbursement of any sums paid to ELISA (without other right of claim or action for compensation).

#### ARTICLE 12: FORCE MAJEURE

The Parties shall not be held liable for failure to perform any of their obligations or the exercise of any of their rights in connection with the Services in the event of force majeure. Force majeure shall be understood to mean any unforeseeable, unpreventable and external event having the direct or indirect effect of making it impossible to hold the Event or preventing or delaying a Party in the performance of any of its obligations as set out in the Quotation. In this situation, each Party shall bear its own risks and losses. The Client is accordingly recommended to insure against events of force majeure which may lead to the delay, postponement or cancellation of the Event.

#### ARTICLE 13: CONDITION OF THE PREMISES

The SPM areas made available to the Client shall be deemed to be clean and in good condition the time of its arrival. Depending on the nature of the Event, an agreed inventory, or one prepared by a bailiff, may be drawn up between the Parties. The Client shall yield up the SPM areas in their original condition. Any damage to the premises made available to the Client that is established shall be subject to payment exclusively by the Client, on submission of an invoice.

#### ARTICLE 14: COMPLIANCE WITH COPYRIGHT

In accordance with the legislation in force, the Client in its capacity as organiser shall be responsible for any declaration or payment of fees, including to SACEM (Society of Musical Writers, Composers and Editors), for the broadcasting of musical works and in general any entertainment within the premises. The Client must prove compliance with these formalities on request by ELISA. The Client shall indemnify ELISA against any claim linked to the use of such rights and further undertakes to bear all costs relating thereto. It is finally specified that the Client must notify ELISA, prior to the start of the Event, of any attendance by a photographer or cameraman and obtain its consent to take photographs or to film the interior of SPM. Otherwise, ELISA may refuse access to SPM by the cameraman or photographer. It should be noted that in all circumstances, SPM is covered by copyrights. Any use of the image of SPM must mention the following credits: ELISA/VALODE & PISTRE ARCHITECTES/PIERRE FERRET ARCHITECTURE. Any use for commercial purposes is strictly prohibited and liable to legal proceedings and the payment of damages.

#### ARTICLE 15: PROTECTION OF PERSONAL DATA

In connection with the organisation of the Event, the Parties undertake to comply with the applicable legislation relating to the protection of

data, and in particular Law 78-17 of 6 November 1978 entitled "informatique et libertés" (Data Protection and Freedom of Information), in relation to the collection, use, processing, conservation, transmission, correction, deletion and/or communication of any data communicated in connection with the Event. The Parties undertake to implement all technical measures and the appropriate organisation to protect data against loss, improper use and unauthorised access, transmission, alteration and destruction; the nature and level of these security measures must take due account of the level of sensitivity of the data. The Parties undertake to use the data in all trustworthiness and solely for the requirements of the Event which is the subject matter of these GT&CS.

#### ARTICLE 16: GENERAL PROVISIONS

Where the Client undertakes any additional installation, it must do so under its own responsibility and comply with the provisions relating to SPM's safety and fire risk provisions as well as obtaining the prior express consent of ELISA. The Client shall be responsible for making any application for consents of any nature whatsoever in connection with the Event scheduled to take place at SPM (Administrative, Labour Code etc.). SPM being a first category ERP (public access building) classed as L, N, X and T solely at level N1, the Client shall indicate without delay the specific classification of the Event with regard to this legislation in order to take the necessary measures on its own initiative with regard to any applications to be made to the competent authorities. In the case of a paying event for the Client's attendees, the Client undertakes to arrange for the collection of payments at the entry to SPM (unless otherwise provided by the Quotation). The Client shall inform ELISA with regard to the situation prior to the date of the Event. Any additional costs and administrative procedure associated with the implementation of this collection of payments shall be the entire liability of the Client.

#### ARTICLE 17: INSURANCE

The client undertakes to be insured by a reputable and solvent company in order to cover all consequences of public liability. Its insurance shall also cover the loss, damage and risks associated with the exercise of its profession, the content of its Event and all losses able to be caused to ELISA. ELISA recommends that the Client take out an additional insurance in the event of the presence of large equipment and/or valuable goods such that the establishment's liability shall not be incurred in the event of damage or theft of the said goods. ELISA furthermore certifies that it holds insurance policies for public liability covering the risks associated with the building and its activities, without the benefit of such policies being such as to release the Client from any liability.

#### ARTICLE 18: LIABILITY

The Client shall be liable for all loss and damage caused by its own actions and the actions of its attendees, guests and the service providers to which it has recourse in connection with the Event. In this regard, the Client undertakes to pay the costs of repair in the event of damage to the areas made available to it. ELISA shall not be held liable for incidents of theft or fire. Where ELISA carries out the installation of equipment belonging to the Client, it shall not be held liable in the event of total or partial loss of or damage to the said equipment. The Client and its insurers waive any claim against ELISA, its personnel, sub-contractors and insurers in the event of direct and/or indirect loss of any nature whatsoever, resulting from the total or partial destruction or loss of any tangible or intangible assets or deprivation of or disturbance to the use of the premises. It is further to be noted that ELISA may not be held liable for the content (text, photographs etc.) provided to the Client, even where all best efforts have been made to ensure that information illustrating SPM portrays the services available as accurately as possible.

#### ARTICLE 19: TERMINATION

A Party establishing a breach of any obligation under these GT&CS shall send a registered letter with request for acknowledgement of receipt by post to the Party in breach in order to give notice of the breach in question. If the Party in breach is unable to remedy the breach in question within eight (8) days with effect from the date of sending of the registered letter with request for acknowledgement of receipt, the aggrieved Party shall be entitled to demand termination of the intended services by the sending of a second letter by registered post with request for acknowledgement of receipt, without prejudice to any damages which it may claim. Termination shall take effect eight (8) days after the sending of this second letter by registered post with acknowledgement of receipt. In the event of a breach by the Client of any one of its obligations, it accepts that all sums of money remaining due to ELISA under these financial terms and conditions shall become payable immediately.

#### ARTICLE 20: ASSIGNMENT AND TRANSFER

The Client may not, on any basis whatsoever, assign or transfer all or part of the obligations resulting from the Quotation and/or these GT&CS, on penalty of a liability claim.

#### ARTICLE 21: AMENDMENTS AND NULLITY

These GT&CS may be amended at any time. In the event of amendment, ELISA undertakes to send the new GT&CS to the Client before the start of the intended Event. The new GT&CS shall apply immediately to the relationship between the Client and ELISA. It should be noted that in the event of one or other Articles of these GT&CS being legally or legislatively null and void, the remaining provisions shall all remain applicable and shall be fully effective.

#### ARTICLE 22: APPLICABLE LAW AND DISPUTES

These GT&CS shall be governed exclusively by French law regardless of the status of the Client and the Event organised. No disputes or claims can be taken into account unless set out in writing and sent to ELISA setting out the grounds and the amount of the dispute within a maximum of eight (8) days following the end of the Event. Any action after this period shall be deemed non-binding on ELISA regardless of the nature of the dispute. In the event of dispute and in the absence of an amicable settlement by the Parties, the courts having jurisdiction shall be those in the place of ELISA's registered office.

#### ARTICLE 23: LEGAL VALUE

This English version of GT&C FOR BUSINESS EVENTS is given for information only. The only French version available on <http://www.stade-pierre-mauroy.com/conditions-generales-de-vente> is legally binding between the parties.

