

CONTRACT FOR RENTAL AND/OR SALES OF PRODUCTS AND SERVICES

Effective as of 30/04/2023

PREAMBUL

The products and services are proposed for sale or rental by companies in the GL Events Group.

The sale and rental of these products and services are governed by this CONTRACT, except for products and services in the following categories: CONFERENCE AND EXHIBITION AREAS, ENGINEERING, COMMUNICATION, COMPUTERISED DATABASE MANAGEMENT, COMPUTERISED MANAGEMENT OF EVENTS, which are the subject of other contracts for which it is appropriate to contact our sales department.

The rental of products and services online on the WEBSITE for EXHIBITIONS is also governed by this CONTRACT and particularly paragraph V of the Specific Contract.

GENERAL TERMS

ARTICLE 1 - ACCEPTANCE OF THE CONTRACT - DEFINITIONS

1.1 PREAMBLE

The CLIENT and the SERVICE PROVIDER agreed to define and fix the terms and conditions of the order made by the CLIENT to the SERVICE PROVIDER. As such, the CLIENT acknowledges having been invited by the SERVICE PROVIDER to formulate its observations/comments about the draft CONTRACT received with the QUOTATION.

At the end of their discussions, the CLIENT and the SERVICE PROVIDER agreed to collaborate on the basis of the conditions hereafter defined. As such, this CONTRACT replaces any other document previously exchanged between the PARTIES.

In this context, the CLIENT on the one hand and the SERVICE PROVIDER on the other hand declare that they have received all the necessary information pertaining to their obligations and also they have perfectly understood and accepted their undertakings under the terms of the said CONTRACT.

As such, the CLIENT acknowledges that its essential obligations under the CONTRACT are as follows:

(i) transmit all information and/or elements and/or accomplish all steps necessary for the execution of the services and/or delivery of the PRODUCTS and/or SERVICES by the SERVICE PROVIDER, (ii) proceed with the complete payment of the price of the SERVICES and/or the PRODUCTS,

including participation in insurance and refurbishment charges.

For its part, the SERVICE PROVIDER acknowledges its essential obligation is to deliver the SERVICES and/or the PRODUCTS within the agreed time limits.

1.2 DEFINITIONS

CLIENT: Legal entity that has concluded the CONTRACT with the SERVICE PROVIDER to benefit from the PRODUCTS and/or the SERVICES.

CONTRACT: Combines (i) the ORDER accepted by the SERVICE PROVIDER, (ii) the general provisions of this contract for rental and/or sale and (iii) the particular conditions of use set out in the annex hereafter.

SERVICE PROVIDER: Legal entity providing the SERVICES and/or the PRODUCTS for the benefit of the CLIENT.

PARTY OR PARTIES: means the SERVICE PROVIDER and/or the CLIENT.

QUOTATION: offer made by the SERVICE PROVIDER to the CLIENT including a description and a pricing on a case-by-case basis.

MANIFESTATION/EVENT: any manifestation, event or operation taking place in the Principality of Monaco.

PRIVATE AND CORPORATE EVENTS: events other than PUBLIC EVENTS taking place in the Principality of Monaco.

PUBLIC EVENTS: shows, fairs, congresses and exhibitions taking place in France (see Expo News "Le Guide" - Edition Monaco).

EXHIBITIONS: exhibitions as listed exclusively on the WEBSITE at the date of the order.

WEBSITE: SERVICE PROVIDER'S website.

PRODUCTS: means the products rented and/or purchased by the CLIENT from the SERVICE PROVIDER that may belong to one of the following families:

PERMANENT LAYOUT: Museography, Reception halls, Restaurants, Boutiques and Showrooms, Layout systems;

TEMPORARY LAYOUT RECEPTION AREAS: Reception,

Forums, VIP areas, Entrances, Press areas, Accessories;

TEMPORARY LAYOUT - GENERAL INSTALLATION: Open-ended melamine-coated partitioning; Wooden partitioning to be covered; Long-range melamine-coated partitioning; Multi-laminar wooden partitioning; Middle partitioning; Tailor-made partitioning; Soundproofed partitioning; Associated overhead structures.

AUDIOVISUAL AIDS: Multiscreen shows; Any power video projectors; Overhead projection units; Plasma screens; Monitors; Projection screens; Sources, Projection of slides and transparencies; Interfaces; Reception; Furniture; Accessories; Encoding - duplication;

HEATING - AIR CONDITIONING: Technical solutions; Electric and/or fuel heating; Portable and fixed air conditioning units; Cabinets; Large outdoor units (roof top);

FLOWER DECORATIONS: Arrangements; Green plants; Hedges - Structured plants; Plants - Trees; Containers; Pottery; Bouquets; Garden scenes; Ponds; Fountains; Accessories; Floor coverings; Green spaces;

ELECTRICAL SUPPLY: Cabinets, control panels and cabinets, electrical cabling & wiring;

LIGHTING: Decorative lamps; Projectors; Wall lights; Spotlight rails, Rod Spotlights, Flush-fitting spotlights, Emergency - Safety lighting;

STAGE LIGHTING: Consoles, Dimmers, Projectors, Projector stands, PAR, Spotlights, Logistics, three-dimensional structures, Bridge head base;

TERRACES - STANDS: Terraces, Stands, Stage podiums;

COMPUTER EQUIPMENT: Computers, Monitors, LCD/CRT screens, Central processing units, Peripherals;

SIMULTANEOUS INTERPRETING: Consoles, Transmitters, Control rooms, Microphones, Receivers, Interfaces, Booths;

FURNITURE: Chairs, Armchairs, Stools, Poufs, Comfy chairs, Sofas, Tables, Coffee tables, Desks, Storage cupboards, Displays - Shelves, Reception, Showcases,

Ensembles, Antiques, Bistro, Garden, Accessories, Outdoor furniture;

TAILOR-MADE FURNITURE: Showcases, Presentation aids, Information aids, Multimedia aids, Entrances, Counters - Reception, Decors;

POS ADVERTISING: Displays, totems, flash advertising, kimonos, folding displays, counter signalling;

SIGNAGE AND GRAPHICS: Graphic volumes, façade, directing, information, eclipsing, self-supporting media;

SOUND SYSTEM: Speakers, Amplifiers, Consoles, Tape recorders, Multi-track units;

STANDS: Modular, modulo-drat, traditional, foldaway, portable, adjustable, modularity;

STRUCTURES: Gardens - Cottages, Structures, Structure cladding, 4 Seasons Village, Shelters - Pathways, Industrial buildings, multi-form structures, equipment and accessories, Tarpaulins;

LAYOUT AND DECORATION SYSTEMS: Sections: equipment, furniture, accessories, arrangement, decorative sheets, and systems.

FLAGGING DECORATION: Flags and/or accessories: shafts, bases, flagpoles.

SERVICES: mean any service carried out by the SERVICE PROVIDER for the benefit of the CLIENT.

ARTICLE 2 - ORDER

2.1. ORDER PLACING

Any order for SERVICES and/or PRODUCTS by the CLIENT to the SERVICE PROVIDER shall be placed in writing and within the deadlines referred to in paragraph 2.2.2. of the CONTRACT, either by signing an order form or by accepting a QUOTATION (hereafter the "ORDER"). The same will apply for any request to modify the ORDER and/or place a supplementary ORDER made within the aforementioned deadlines. Any ORDER by the CLIENT is firm and final subject to the dispositions of article 2.3 below.

2.2. - DEADLINE FOR PLACING AN ORDER

2.2.1. General principle

Except for ORDERS made on site (at the site where the MANIFESTATION/EVENT is taking place) and except special agreement of the SERVICE PROVIDER, the SERVICE PROVIDER will not be required to execute the order when it has not been made within the set deadlines. The same will apply when the SERVICE PROVIDER's stocks are no longer available or when the minimum amounts required by the price terms are not reached.

In case of a force majeure event and/or because of stock availability constraints, because of ORDER deadlines and more generally because of its operating conditions, the SERVICE PROVIDER may supply in lieu and in place of the PRODUCTS ordered, any similar PRODUCT that can ensure identical use, except where the CLIENT has expressly refused.

2.2.2. - Applications

2.2.2.1. PERMANENT LAYOUT, COMPUTER EQUIPMENT; The detailed ORDER must be received by the SERVICE PROVIDER 120 working days at the latest before the date of the 1st day of assembling/delivery.

2.2.2.2. TEMPORARY LAYOUT – GENERAL INSTALLATION; HEATING – AIR CONDITIONING; ELECTRICAL SUPPLY; LIGHTING; STAGE LIGHTING; TERRACES – STANDS; SIMULTANEOUS INTERPRETING; POST ADVERTISING; SIGNAGE AND GRAPHICS; SOUND SYSTEM; STAND; STRUCTURES/TEMPORARY LAYOUT – RECEPTION AREAS; AUDIOVISUAL; FURNISHINGS; TAILOR MADE FURNISHINGS; The detailed ORDER must be received by the SERVICE PROVIDER 30 working days at the latest before the date of the 1st day of assembling/delivery.

2.2.2.3. FLOWER DECORATIONS; DECORATION SYSTEMS The detailed ORDER must be received by the SERVICE PROVIDER 15 working days at the latest before the date of the 1st day of assembling/delivery/service provision.

2.2.2.4. FLAGGING DECORATION The details of the ORDER must be received by the SERVICE PROVIDER 60 working days at the latest before the date of the 1st day of assembling/service provision

2.2.3. Exception

The longest ORDER deadline is applied to the whole of the ORDER when PRODUCTS/SERVICES covered by different deadline

regimes are to be delivered for the same MANIFESTATION/EVENT.

2.3. ORDER CANCELLATION

2.3.1. Principle/Application

Any cancellation of an ORDER for any reason whatsoever, except in case of a force majeure event or in case of a postponement or cancellation due to a restriction linked to COVID 19 pandemic, made within the deadlines stipulated below will lead to the immediate payment of the total price of the ORDER:

For all the families of PRODUCTS/SERVICES: cancellation made within 30 working days before the 1st day of installation/assembly/delivery/provision of service.

For FLOWER DECORATIONS: cancellation made within 15 working days before the 1st day of installation/assembly/delivery/provision of service.

When PRODUCTS/SERVICES covered by different deadline regimes are to be delivered for the same MANIFESTATION/EVENT, the cancellation deadline applicable to the entire ORDER follows the regime of the family of PRODUCTS/SERVICES representing the highest financial part.

In any case, irrespective of the cancellation date of the ORDER, the instalments already paid and the monies due at that date shall remain the sole property of the SERVICE PROVIDER.

2.3.2. Exception

In the case of a PRODUCT sale, any ORDER placed by the CLIENT is firm and final.

ARTICLE 3 - PRICE - INCREASE

3.1. PRICE

The price of PRODUCTS/SERVICES is set in Euros, excluding taxes, by QUOTATION, or for information only, in the catalogues or price terms supplied by the SERVICE PROVIDER.

3.2. PRICE INCREASE

Concerning all PRODUCTS or SERVICES, the CLIENT accepts that the price be increased:

- By any costs related to a reduction in the assembling/dismantling times in the contract (accepted beforehand by the SERVICE PROVIDER);

- By any additional labour costs if assembling, dismantling, delivery/collection are carried out either after the start of the event or the operation, or on a Sunday or a

public holiday and/or outside working hours;

- By any additional costs borne by the SERVICE PROVIDER if, for the PRODUCTS and/or SERVICES concerned, the installation site is not accessible to an articulated lorry and/or a fork-lift truck or if the information sent to it is incorrect or incomplete and/or if the assembly-dismantling area is occupied by third parties and/or equipment;

- And/or by any transport and labour costs if the distance between the place of loading and the place of delivery (installation/assembling/provision of service) is greater than the applicable fixed price or if the SERVICE PROVIDER is not present as such at the EVENTS;

- By any costs related to any changes, after the order, in applicable regulations or exceptional measures taken by the authorities concerned (police department, fire service or others);

- By any costs related to the transfer of its obligations by the SERVICE PROVIDER, as provided for by article 11.1 below.

In addition, any ORDER placed outside the deadlines stipulated in article 2 and before the 1st day of assembly/installation/delivery/provision of service will be increased by 15%, 20% or 30% of the pre-tax price in force, depending on the type of PRODUCTS concerned and the effective date of the ORDER.

Lastly, any ORDER placed with effect from the first day of assembly will be increased by 30% of the pre-tax price in force.

3.3. ADMINISTRATIONS COSTS

A fixed administration fee of €15 excluding tax will be invoiced to the CLIENT for each ORDER lower than €250, excluding tax and excluding contributions to insurance and refurbishment costs confirmed by the SERVICE PROVIDER according to the provisions of article 2 above.

ARTICLE 4 - DELIVERY - RETURN - DISPUTES

The following reports will be drawn up:

- SERVICE PROVIDER's delivery note at the time that the PRODUCTS that are rented are made available
- Return slip for PRODUCTS at the time of their return AND/OR
- Acceptance report after assembly of the PRODUCTS/SERVICES
- Returns report before dismantling of the PRODUCTS/SERVICES.

On this occasion the parties will be able to express reservations about the said reports.

In the absence of any reservations, the delivery – acceptance/collection – return will be faultless.

However, the CLIENT may notify the malfunctioning of any PRODUCTS (requiring starting up) within 24 hours of delivery, when transport has been carried out by the SERVICE PROVIDER.

After return, malfunctioning of these PRODUCTS revealed during tests made by the SERVICE PROVIDER within 48 hours (working days) will be payable by the CLIENT, and the ensuing costs are payable on receipt of the invoice.

Lastly, from the date of delivery, the CLIENT will not be able to claim "force majeure" or an act of God against the SERVICE PROVIDER, as the SERVICE PROVIDER shall be deemed to have fully complied with his contractual obligations.

ARTICLE 5 - SITE/COMPLYING WITH STANDARDS

5.1. SITE(S)

The CLIENT undertakes to guarantee to the SERVICE PROVIDER that the site(s)/venue(s) at which the rented/or sold PRODUCTS are to be installed is (are) compliant:

- with the SERVICE PROVIDER's operating conditions, and in particular will be freely accessible to the SERVICE PROVIDER and any third parties and/or equipment belonging to these third parties during the assembly and dismantling periods.

- with the legal and regulatory conditions (of security, lighting...) in force for the planned operation.

The CLIENT guarantees to the SERVICE PROVIDER that the owner or user of the site where the MANIFESTATION/EVENT is taking place has expressly given their consent for the transport and assembly of the PRODUCTS ordered.

The CLIENT also undertakes to supply to the SERVICE PROVIDER, 30 working days at the latest before the date of the 1st day of installation, with the details of any site constraints (underground/overhead network, ground resistance, etc.) and the precautions, particularities and/or prohibitions for assembling or others that are related to this.

With regard to the owner or user of the site where the MANIFESTATION/EVENT is taking place, the CLIENT will deal with

repairing any damage caused to the site as a result of the nature of the PRODUCTS installed by the SERVICE PROVIDER according to good practices and (i) will cover the SERVICE PROVIDER against any claim and (ii) will bear the costs of repairing alone.

Change of site will result in cancellation of the ORDER.

5.2. COMPLYING WITH STANDARDS

The CLIENT shall ensure that its event is compliant with the current applicable legislative and statutory provisions.

It will personally undertake to obtain the authorisations (i) required for holding this event, and more especially, without this list being exhaustive, for the sale of alcoholic drinks, for the late opening of the event, for the unrestricted disposal of the intellectual property rights, trade names, trademarks, SACEM [French Performing Rights organisation] etc. used within the framework of the event and (ii) relative to setting up and using the PRODUCTS ordered.

It undertakes to release and hold harmless the SERVICE PROVIDER against all the damaging consequences that may result from failure to observe the aforementioned provisions. And, in particular, in the event of cancellation or interruption of the event resulting from a lack of appropriate authorisation, the CLIENT remains liable for full payment for the service, whatever the reason given by the competent authorities.

The CLIENT shall remain solely liable, both criminally and legally, for any possible consequences of a lack of authorisation, without it being able to seek the SERVICE PROVIDER's liability for any cause whatsoever.

5.3. REPORTS

The CLIENT and the SERVICE PROVIDER agree that before making available and discharging the site(s) there will be an inventory on entry report and an inventory on exit report, or failing agreement, a bailiff will be called upon.

ARTICLE 6 - RESPONSIBILITY - INSURANCE - RESTORATION COSTS - DEPOSITS

From the date of its being made available, of delivery or acceptance, the CLIENT will be sole guardian of the rented PRODUCTS and solely responsible for any theft, loss or damage suffered or

caused by these PRODUCTS, until their restitution.

During this period the SERVICE PROVIDER disclaims all responsibility concerning the documents, objects, samples, equipment or others present in/under/on the PRODUCTS rented by the CLIENT.

Should it prove impossible to carry out the repair or the return of the rented PRODUCTS, these shall be invoiced at their replacement value.

In all cases, the CLIENT will furthermore be invoiced a fixed restoration cost covering all routine cleaning and maintenance operations enabling reuse of the PRODUCTS by the SERVICE PROVIDER. This flat-rate contribution, the cost of which is set in point I-1 of the specific conditions shown in the Annex to this CONTRACT, does not exclude invoicing any other expenses (for repairs and/or replacement) required for reuse of the PRODUCTS.

Where, at the time of ORDER, the SERVICE PROVIDER's responsibility is engaged, on whatever grounds and for whatever cause, all damages taken together and, in particular, direct and indirect damages (comprising intangible losses), will be strictly limited to a sum at most equivalent to the cost or to the portion of the cost of the ORDER judicially recognised as not having been executed or having been incorrectly executed, and this sum cannot be higher than the limit(s) of the guarantees in the SERVICE PROVIDER's insurance policy, limits that the SERVICE PROVIDER will furnish on receipt of a simple request.

Whatever the case may be, the SERVICE PROVIDER shall not be held liable for any claims whatsoever, including theft, loss, damage, destruction, etc., related to personal belongings and items, including but not limited to: laptops, tablets, phones and generally all electronic devices, cash and securities as well as art items and collectibles, jewellery and furs, precious stones, pearls, watches, etc.

6.1. INSURANCE - CIVIL LIABILITY

The CLIENT states that it is insured in terms of civil, professional and operational liability, this insurance must (i) cover the responsibilities that the persons authorised by the CLIENT to use the rented PRODUCTS might incur, (ii) be extended to any damage caused by

the STRUCTURES/TERRACES - STANDS themselves, and will furnish its statement of cover at the SERVICE PROVIDER's first request.

6.2. INSURANCE - DAMAGE CAUSED TO THE RENTED EQUIPMENT - RESTORATION COSTS

When the PRODUCTS are transported, delivered, installed and removed by the SERVICE PROVIDER, the ORDER implies a contribution to the cost of the insurance and restoration costs organised by the latter, payment that needs to be attached to the order. The contribution invoiced to the CLIENT for STRUCTURES/TERRACES-STANDS only relates to restoration costs, for which the CLIENT must take out an "all-risks damage" insurance policy).

The coverage related to the participation to insurance and to restoration costs applies to the CLIENT during the period during which the PRODUCTS are made available.

In the case of a default of payment of this contribution, the SERVICE PROVIDER may either end the CONTRACT on the basis of torts by the CLIENT or may invoice the cost of repairs of the PRODUCTS or their replacement value if they are not repairable where there is disorder, damage or missing items.

Contribution to the cost of the insurance policy and restoration costs does not hamper the enforcement of paragraph 6.3 of these terms and conditions.

The insurance system per family of PRODUCTS/SERVICES is set at I-1 of the Specific Conditions featured in the Annex.

6.3. DEPOSIT

Whatever the type of event, a deposit by cheque can be required for validation of the order. Failing this, the latter will not be taken into consideration.

This deposit will be returned to the CLIENT, after payment in full of any sums due and the return of the PRODUCTS in good condition at the scheduled date.

Should the CLIENT fail to return the equipment within 48 hours of the initial deadline, or fail to make its collection possible by the SERVICE PROVIDER, these PRODUCTS will be considered definitively lost and the deposit will be cashed without prejudice to the provisions of article 7.2 mentioned below nor to any damages that might be claimed by the SERVICE PROVIDER.

The deposit system per family of PRODUCTS/SERVICES is set out in the Specific Conditions.

6.4. CANCELLATION INSURANCE FOR THE EVENT

When the CLIENT is the organiser of a MANIFESTATION/EVENT, it must take out cancellation insurance for the event for a value at least equivalent to the total amount, inclusive of tax, of the ORDER and name the SERVICE PROVIDER as insured beneficiary. It will furnish a copy of the policy at the SERVICE PROVIDER's first request.

ARTICLE 7 - VARIOUS OBLIGATIONS

7.1. USE

The CLIENT undertakes:

- To use the PRODUCTS in accordance with their intended purpose, to do nothing nor allow anything to be done that could lead to their damage or disappearance, to give them the normal maintenance required, to keep and to return them clean and in good working order, to respect the SERVICE PROVIDER's particular recommendations, specific advice for use, and appropriate warnings which it acknowledges having read notably in this CONTRACT, the specifications, and/or the documents handed to it on delivery;
- Not to carry out any modification or repair, however small;
- To use it in covered places, away from water seepage, except for PRODUCTS by their nature intended to be used outdoors and on consolidated ground;
- To allow any of the SERVICE PROVIDER's representatives or persons authorised by the latter unrestricted access to the PRODUCTS installed and to take any necessary steps to make their task easier;
- To return it to the SERVICE PROVIDER free of anything that could hinder its use.

7.2. FAILURE TO RETURN/DELAY IN RETURNING

With the exception of specific agreements, whatever the length of rental, the CLIENT's failure to return the rented PRODUCTS within the allotted time will entail ipso jure the payment by the CLIENT of compensation for loss of use by way of a penalty clause corresponding to the cost of rental per day of delay, without prejudice to any damages or interest that may result. Furthermore, and without prior formal notice, the SERVICE PROVIDER will be able to regain possession by means of a simple summary order given by the relevant jurisdiction of the Principality of Monaco.

7.3. OWNERSHIP

The PRODUCTS rented by the SERVICE PROVIDER remain its sole property.

The PRODUCTS sold by the SERVICE PROVIDER remain its sole property until complete payment of the purchase price, in principal and interest. If the CLIENT wants the purchased PRODUCTS to be transformed, or resold, or incorporated into another property, it shall first pay the SERVICE PROVIDER the balance of the price. However, the transfer of risks takes place when the PRODUCTS are made available to the CLIENT in our workshops or when the SERVICE PROVIDER hands them over to the carrier. Consequently, it is the responsibility of the CLIENT (purchaser) to check the condition of the PRODUCTS in the presence of the carrier and to bring any claim against it in the event of damage.

The CLIENT refrains from assigning, renting, lending, moving, pledging, or permitting seizure by one of its creditors, of the PRODUCTS held by it until their restitution to the SERVICE PROVIDER or until it has completed payment in the case of a purchase.

The CLIENT undertakes immediately to inform the SERVICE PROVIDER of any incident likely to affect the ownership of the aforementioned PRODUCTS.

7.4. ILLUSTRATIONS/PHOTOS

The illustrations and/or photos featured in the sales documentation (irrespective of the medium) are not binding.

7.5 MEASURES AGAINST ILLEGAL WORKING

The SERVICE PROVIDER is committed to complying with all legal obligations and regulations for which it is responsible in connection with measures against illegal working.

7.6 RIGHTS OF INTELLECTUAL PROPERTY OF THE SERVICE PROVIDER

The CLIENT is not authorised to use the brands and/or any other distinctive marking of the SERVICE PROVIDER for whatever reason except with written prior consent from the SERVICE PROVIDER. Moreover the renting or the sale of PRODUCTS including the drawings concerning the PRODUCTS whether protected or not by intellectual property rights (including patents, design law or copyright) do not give rise to any right of reproduction in favor of the CLIENT.

ARTICLE 8 - SPECIFIC CONDITIONS OF USE

The applicable Specific Conditions of Use are annexed hereinafter and form an indivisible whole with the General Conditions.

ARTICLE 9 - TERMS OF PAYMENT

Payment of the ORDER, including the contribution to insurance and costs of renovation as well as the deposit must be made by cheque, bank card, bill of exchange (deemed to be without costs, rejection to be accepted by the CLIENT within eight working days of it being sent), promissory note or bank transfer, unless specifically agreed with our commercial department in the QUOTATION,. The CLIENT will not be granted any discount for early payments.

Any late payment of the amounts due by the expiry date, howsoever arising, by the CLIENT and for any reason whatsoever, will (following formal notification) incur late payment interest charges calculated using the rate of interest applied by the European Central Bank to its most recent main refinancing operation, increased by ten (10) percentage points without 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 CLIENT will also be liable for a fixed fee for recovery costs in any commercial, as well as, on presentation of receipts, any additional compensation.

No compensation can be made without the prior written consent of the SERVICE PROVIDER.

ARTICLE 10 - COMMUNICATION

The CLIENT authorises the SERVICE PROVIDER, who reserves the right for commercial and advertising reasons, to reproduce and diffuse all or a part of (i) the photographs and/or videos representing the PRODUCTS and/or SERVICES delivered by the SERVICE PROVIDER for the CLIENT account, (ii) the commercial name and/or brand of the CLIENT (iii) the poster of the CLIENT'S event on all communication tools both material and immaterial notably in its group catalogue, institutional brochure, commercial documentation, press and publicity publications, websites, pages on social networks or on smart phone applications and all other forms/formats of publication in France and abroad during a period of 5 (five) years

from the date of delivery of the PRODUCTS and/or SERVICES.

As such, the CLIENT declares and guarantees that it is the exclusive title holder of the rights attached to the elements noted above and, thus, that it disposes of all the rights and authorisations necessary for the authorisation of the exploitation granted to the SERVICE PROVIDER, in default of which it is invited to give specific prior notice or to hold it not responsible for any claim that may be brought on the occasion of the exploitation of the above-listed rights.

ARTICLE 11 - DEFAULT AND TERMINATION

11.1 NON-PERFORMANCE

The execution of the CONTRACT may be suspended by one or other of the PARTIES in the case of non-performance by the other PARTY of any one of its essential obligations, after having sent a formal notice through registered letter with acknowledgement of receipt remained unsuccessful during the delay period noted in the terms of the said letter.

All costs arising from the resumption of the performance of the CONTRACT by one or other of the PARTIES will be invoiced with appropriate justification to the defaulting PARTY.

At the end of this period, if no change has intervened to allow the resumption of the performance of the CONTRACT, this will be automatically terminated to the detriment of the defaulting party. This resolution will be notified to the latter by a new formal notice sent through registered letter with acknowledgement of receipt.

11.2 TERMINATION OF THE CONTRACT

It is expressly agreed between the PARTIES that failures in relation to the essential obligations of each of the PARTIES as stated in article 1.1 above may entail the termination of the CONTRACT after formal notice sent to the defaulting PARTY by registered letter with acknowledgement of receipt. The termination shall be notified to the latter by sending a new registered letter with acknowledgement of receipt and will take effect after the dismantling of the PRODUCTS and their complete removal from the site by the SERVICE PROVIDER. The CLIENT undertakes to leave access to the SITE for dismantling and removal of the PRODUCTS by the SERVICE PROVIDER according to a timetable agreed between the PARTIES.

Where termination is due to the CLIENT's default: termination of the CONTRACT will entail the payment upon reception by the CLIENT of the invoice for all the SERVICES carried out and/or PRODUCTS delivered in whole or in part and of the costs undertaken by the SERVICE PROVIDER for the performance of the CONTRACT up to the date of termination.

Where the termination is due to the SERVICE PROVIDER's default: the CLIENT will pay for all the SERVICES carried out and/or the PRODUCTS delivered in whole or in part and of the costs to the start of operations of dismantling by the SERVICE PROVIDER.

11.3 ENFORCED PERFORMANCE

In consideration of the specific nature of the PRODUCTS and SERVICES and of the indispensable knowledge necessary to the execution of the obligations of the SERVICE PROVIDER under the CONTRACT, the PARTIES expressly agree to exclude the application of enforced performance.

11.4 PRICE REDUCTION

The reduction in the price requested by the CLIENT must be subject to the prior and express consent of the SERVICE PROVIDER.

ARTICLE 12 - FORCE MAJEURE

12.1 FORCE MAJEURE

The performance of the SERVICES and/or the delivery of the PRODUCTS within the framework of the MANIFESTATION includes several phases (preparation, process) and several costs items spent (event engineering, security/safety, sales administration...). The preparation phase lasts several months and requires the SERVICE PROVIDER to incur many expenses, whereas the execution phase, which is the only "visible phase" lasts only a few days.

The obligations of the PARTIES will be suspended in case of a force majeure event. The PARTIES agree that the following events are, in particular, considered to be force majeure: war, riot, fire, strike, natural catastrophe, shortage of raw materials, transport strike, administrative closure of the SITE by a competent authority with all necessary police powers excluding administrative closure linked to the COVID 19 pandemic, even if the legal and jurisprudential conditions of force majeure are not all fulfilled.

The PARTY victim of an event of Force Majeure shall immediately notify the other PARTY by letter with acknowledgement of receipt of the occurrence of the said event,

and the execution of its obligations will thus be suspended.

(i) If the impediment is temporary, performance of the obligation will be suspended unless the resulting delay does justify termination of the CONTRACT.

Where the CONTRACT persists, the CLIENT will pay the SERVICE PROVIDER all the costs incurred during the period of suspension of the CONTRACT, increased by all other substantiated costs that may be generated on the occasion of the resumption of the obligations of the CONTRACT.

(ii) If the impediment is definitive the CONTRACT will be terminated and the PARTIES freed from their obligations.

The termination will entail payment upon reception of the invoice for all SERVICES carried out and/or PRODUCTS delivered in whole or in part and of the costs undertaken by the SERVICE PROVIDER in execution of the CONTRACT up to the date of termination of the CONTRACT.

12.2 COVID 19 - SPECIFIC CLAUSE CONCERNING THE CANCELLATION OR POSTPONEMENT OF THE EVENT

If one or more of the Restrictions listed below apply to the EVENT concerned due to the Covid-19 pandemic, the Parties undertake either :

1. to, postpone the execution of the SERVICE and/ delivery of the PRODUCTS to a later date within twelve (12) consecutive months. The Parties acknowledge that such a postponement shall entail the payment of an administrative fee by the CLIENT, equal to 10% of the amount of the CONTRACT (including VAT). If the sums already paid by the CLIENT to the SERVICE PROVIDER are greater than the administrative fees concerned, the balance shall be retained by the SERVICE PROVIDER and credited to the amounts due for the postponed EVENT. If the sums already paid by the CLIENT to the SERVICE PROVIDER are less than the administrative fees concerned, the outstanding balance must be paid within ten (10) days of the decision to postpone the EVENT.

2. to, if the postponement is impossible, cancel the EVENT. The cancellation shall take effect on the date the SERVICE PROVIDER receives the first written request from the CLIENT asking for the EVENT to be cancelled and shall result in the payment of the following sums by the CLIENT to the SERVICE PROVIDER:

- Payment upon receipt of invoice of all the executed SERVICE and/or PRODUCTS

delivered in all or in part, and ;

- Payment of the internal and external costs incurred by the SERVICE PROVIDER until the date of termination of the CONTRACT. Those costs will be increased by 25% for operating costs.

Any down-payments paid by the CLIENT to the SERVICE PROVIDER shall be refunded by the latter after the sums mentioned above have been deducted. Any remaining sums to be paid by the CLIENT to the SERVICE PROVIDER must be settled within 10 days of the cancellation.

List of Restrictions: Measures decided upon by the competent authorities: lockdown, a ban on gatherings, administrative closure of the VENUE, travel restrictions affecting at least 50% of the EVENT'S participants.

ARTICLE 13 - UNFORESEEN EVENTS

Taking into account the duration of execution of the ORDER, the CLIENT and the SERVICE PROVIDER agree to exclude the application of the provisions of unforeseeability.

ARTICLE 14 - PERSONAL INFORMATION - COMPLIANCE

14.1 Processing of personal data carried out by the SERVICE PROVIDER acting as data controller

According to the European regulation 2016/679 (GDPR), the SERVICE PROVIDER, acting in quality of data controller, processes personal data provided by the CLIENT as part of its ORDER.

In this context the communication of personal data by the CLIENT to the SERVICE PROVIDER is mandatory for the processing of the ORDER.

Personal data is processed by the SERVICE PROVIDER for the following purposes:

- A) The contractual or precontractual relationship management and follow-up (trade negotiations, ORDERS execution, billing, delinquency management and dispute);
- 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 CLIENT (production of statistics, satisfaction

- surveys, newsletters subscription management);
- D) The transfer of the personal data to the SERVICE PROVIDER's partners in the context of business relationship (transfers);
- 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 a contract to which the CLIENT is party or the performance of precontractual measures taken at the request of the CLIENT.
- For categories B) and C): legitimate interests arising from these categories for the SERVICE PROVIDER.
- For category D): CLIENT'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 SERVICE PROVIDER's department and partners/ GL events Group's companies in case of express consent of the CLIENT, 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.

The SERVICE PROVIDER 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 the SERVICE PROVIDER 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 CLIENT has the right to access, modify and delete any data concerning its person. The CLIENT 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 CLIENT 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 CLIENT may exercise the above-mentioned rights by writing an email to the following address: data@gl-events.com

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

14.2 Processing of personal data carried out by the SERVICE PROVIDER acting as processor

In cases where the SERVICE PROVIDER processes personal data on behalf of the CLIENT, the SERVICE PROVIDER acts as data processor and the CLIENT acts as data controller.

In this framework, the SERVICE PROVIDER commits to comply with the obligations incumbent to any data processor including but not limited to only process personal data on CLIENT's instructions.

14.3 Processing of personal data by the CLIENT

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

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

14.4 Code of business conduct

The GL events Group has set up a CODE OF BUSINESS CONDUCT which underlines the values upheld by the Group and which defines the rules enforced by the Group and which the latter requires to be enforced by its partners. This Code can be downloaded on <https://www.gl-events.com/en/ethics-compliance>.

The LESSEE/CLIENT acknowledges to have read this document and agree to comply with its content.

14.5 Fight against corruption and influence peddling

The Parties base their commercial relations on the principles of transparency and integrity. The GL events Group has set up a CODE OF ETHICS & CORRUPTION which can be downloaded on <https://www.gl-events.com/en/ethics-compliance>.

In accordance with these principles and with the Code of business conduct, negotiations and commercial relationship between the parties do not lead to behavior or acts from them or their managers or employees that may be considered as corruption or influence peddling. During their relationship, each Party reserves the right to ask to the other for the actions taken to make sure that their legal representatives, employees, sub-contractors, suppliers, agents or any third party that they may commit with also comply with the same undertakings and undertake to

respect such principles of transparency and integrity. This clause shall be considered as an essential commitment to the relationship between the Parties.

ARTICLE 15 – CHOICE OF DOMICILE – APPLICABLE LAW – ASSIGNMENT OF JURISDICTION

For the performance of the CONTRACT, the CLIENT and the SERVICE PROVIDER elect domicile at their respective registered offices.

By express agreement between the parties (the SERVICE PROVIDER and the CLIENT), the law applicable to these PRESENT TERMS and their consequences is exclusively French law, both in terms of procedural rules and substantive rules.

ANY DISPUTE THAT MAY ARISE BETWEEN the SERVICE PROVIDER AND THE CLIENT RELATING TO THE INTERPRETATION AND/OR PERFORMANCE AND/OR TERMINATION OF THE CONTRACT, AS WELL AS ANY DISPUTE RELATING TO THE TERMINATION OF THE CONTRACT OR ANY COMMERCIAL RELATIONSHIP UNDER WHICH IT WOULD BE TAKEN INTO ACCOUNT IN APPLICATION OF THE PROVISIONS OF ARTICLE L. 442-6 OF THE COMMERCIAL CODE, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF LYON, EVEN IN THE EVENT OF THIRDPARTY CLAIMS OR MULTIPLE CLAIMANTS OR DEFENDANTS.

ANNEX: Specific conditions of use

I – INSURANCE – DAMAGE CAUSED TO RENTED PRODUCTS – RESTORATION COSTS

I-1 GENERAL REMARKS

Service amount before tax in € OR Rental amount before tax in €	Contribution to Insurance and to Restoration Costs as % **
0 to 500	9.5%
501 to 1250	8.5%
1251 to 2500	7.5%
2501 to 10000	6.5%
10001 to 30000	5.5%
30001 to 50000	4.5%
50001 to 100000	2.5%
above	1.8%

Products affected	Damage covered	Excess

Furnishings/ Floral decorations/ Temporary Stand Layout/General Installation/ Signs/ Advertising	fire, explosion, water leaks, theft (subject to an official complaint being lodged), excluding all other damage	In the event of a claim, the CLIENT will be required to pay an excess of 10% including tax of the amount of the order, due on receipt of the invoice.
Heating/Air conditioning / Services/Electricity/ Lighting/Stage/Sound/Simultaneous interpreting / Audiovisual	accidental breakage, fire, explosion, water leaks, excluding all other damage	In the event of a claim, the CLIENT will be required to pay an excess of 10% including tax of the amount of the claim with a minimum of €4,500 and a maximum of €7,500, due on receipt of the invoice.

** The share of the "Contribution to restoration costs" corresponds to the first 1.5% invoiced as a contribution to insurance and restoration costs.

I.2 STRUCTURES

FOR STRUCTURES, only the contribution to restoration costs will be invoiced.

Throughout the time the (STRUCTURES – TERRACES/STANDS) are in its keeping, the CLIENT will take out, at its expense, a "FULLY COMPREHENSIVE" policy covering the replacement value to the SERVICE PROVIDER with an assignment of indemnities in its favour, a policy that shall also cover the SERVICE PROVIDER's operating losses following any loss, for the period (i) in which it would be unable to use the damaged rented PRODUCTS, (ii) necessary for re-stocking with similar equipment.

Any loss, destruction or deterioration of the PRODUCTS rented shall be the object of a written declaration against receipt to the SERVICE PROVIDER.

The SERVICE PROVIDER may at any time request the CLIENT to provide appropriate justification of the execution of the above obligation. In default, the SERVICE PROVIDER may suspend execution of the CONTRACT until the

communication of the insurance policy by the CLIENT.

II – DEPOSIT

In the absence of payment by cheque of the deposit, the ORDER will be considered cancelled with all the consequences provided for in article 2 - paragraph 2.3. of the CONTRACT. These deposits will be returned to the CLIENT, after payment in full of any sums due and restitution of the PRODUCTS, clean and in good working order at the date indicated.

II.1 FURNITURE – COMPUTER EQUIPMENT

Whatever the type of event, a deposit by cheque will be required with the ORDER for the rental of PRODUCTS when the rate is to be on Collection, that is to say when the SERVICE PROVIDER, in its premises, makes available to the CLIENT the PRODUCTS ordered, and this deposit will be equivalent to FIVE (5) times the rental rate, excluding tax, on collection, increased by the replacement value of the packaging if necessary and by VAT.

II.2 TEMPORARY LAYOUT/GENERAL INSTALLATION- STANDS

Whatever the type of event, a deposit by cheque will be required with the ORDER for the rental of equipment, and this deposit will be equivalent to the replacement value (furnished on request) increased by the replacement value of the packaging if necessary and by VAT.

II.3 AUDIOVISUAL AIDS – HEATING – AIR CONDITIONING; LIGHTING; STAGE LIGHTING

The CLIENT has to pay a deposit by cheque, the amount for which will be equivalent to the replacement value of the equipment (packaging included), increased by VAT, and it will be informed of this amount if it so requests.

III – CONDITIONS OF USE: PARTICULARITIES – WARNINGS - SPECIFICITIES

III.1 STRUCTURES – TERRACES/STANDS

The CLIENT shall undertake to obtain the necessary approvals (such as the building permit) and check its inclusion on the Site.

The CLIENT shall inform the SERVICE PROVIDER about every special feature of the building permit likely to modify the PRODUCTS and/or SERVICES of the SERVICE PROVIDER.

The CLIENT shall provide the installation diagram within the deadlines prescribed, shown by (i)

the layout for the STRUCTURES – TERRACES/STANDS desired, or (ii) any specific instructions helping to identify the four points corresponding to the four corners of each of the STRUCTURES – TERRACES/STANDS.

Failing this, the CLIENT will be invoiced the additional costs borne by the SERVICE PROVIDER to draw them up.

Furthermore the CLIENT shall undertake to respect the regulations in accordance with the directions of the supervising offices, SDIS and the purpose of the STRUCTURES – TERRACES/STANDS, access, emergency exits, road and various networks etc.

The access and installation sites shall be levelled, suitable for motor vehicles and accessible to delivery and assembly machinery for STRUCTURES – TERRACES/STANDS. Furthermore, access to the site during DELIVERY, ASSEMBLY and DISMANTLING operations must be secure in accordance with current safety regulations (in particular, fencing and closure of access roads) by the CLIENT and at its expense.

The CLIENT shall be present or appoint a person to show the erection area to the SERVICE PROVIDER. This area shall be marked out or traced on the ground to enable the rented equipment to be set up.

The CLIENT must be present on the first day and at the very start of assembling and will be responsible for identifying the four points corresponding to the four corners of each TERRACE/STAND with the SERVICE PROVIDER.

If an error in tracing has been made by the CLIENT or its authorised agent, the assembly work, once started, cannot be interrupted and the CLIENT will lose all its rights to any recourse whatsoever.

The CLIENT shall take the necessary measures with an independent aid body which will inspect and verify the installations on its behalf according to the plans and after assembling.

With regard solely to the rental of Industrial buildings – multi-form structures/Tarpaulins, any period commenced is due and the contract will be renewed by tacit agreement per equivalent period, with the exception of the option for one or other of the parties to terminate it on each anniversary date, in return for one month's notice given by recorded delivery letter.

III.1.1 STRUCTURE

All the technical recommendations mentioned hereinafter are subject

to constant updating issued following request made to our technical departments.

During the period of availability, the doors and exits must be closed in the event of high wind.

The temporary structures must be evacuated on the initiative and under the responsibility of the CLIENT for any wind with a force stronger than or equivalent to 80 km/hour.

In the event of snow, the CLIENT shall take every urgent step and in particular ensure that one or more forced-air heating appliances with shafts to evacuate flue gases are working so that the snow can be melted and thawed. This shall be done continuously, day and night (risk of collapse as from three centimetres).

In the event of partial or total collapse of our equipment for non-fulfilment or insufficiency of heating, the CLIENT will be responsible for all the damage.

Upholding the EVENT or operation under these conditions will be under the CLIENT's sole responsibility and it will assume all the consequences.

Snow: if, despite the previous measures, a 3-centimetre layer of snow persists, the CLIENT shall order the evacuation under its responsibility.

Similarly the CLIENT shall give the evacuation order in special circumstances likely to put at risk public safety.

It is expressly agreed that no nailing, application of adhesive or paint, hanging, drilling or fixing material to the temporary structures will be carried out on the rented equipment unless otherwise agreed in writing by the SERVICE PROVIDER. If this is the case, the CLIENT shall be invoiced for the repair which would be payable by cheque on receipt of the invoice and the CLIENT refrains from carrying out, having carried out or allowing the aforementioned action to be carried out.

In the event of flooding by rises in water levels, up flow of sewers, damp, water seepage and leaks, the SERVICE PROVIDER will in no way be responsible for any damaged equipment and other damage and disorder. The CLIENT refrains from taking, having taken, or letting any measure be taken that may hamper unrestricted access to the temporary structures (emergency exists, safety passages, firemen's access, etc.) It is expressly held that the Gardens - Cottages, 2-slope

Structures, three-dimensional Structures, Structure additions, Pavilions, 4 Seasons Village, Shelters, Pathways and Structure cladding are designed and installed taking normal meteorological conditions into account. The SERVICE PROVIDER cannot be held responsible for any damage that may be caused to persons or equipment sheltered by these installations, when the solidity of the latter has been proven faulty as a result of a storm, torrential rain, heavy snowfalls, etc.

Guarding the installation site and the SERVICE PROVIDER's PRODUCTS and/or SERVICES is the CLIENT's responsibility from the first day of assembly to the last day of dismantling.

III.1.2 TERRACES – STANDS

The presence of the public on the TERRACES and STANDS is only authorised under the conditions set out in the QUOTATION, the specifications sheets and/or documents handed over on delivery, and the SERVICE PROVIDER disclaims all responsibility, whatever the cause, in the event of failure to respect this clause by the CLIENT or any other third party.

The terraces and stands must be evacuated at any time and on the CLIENT's sole initiative and under its responsibility, where there is any wind with a force equal to or stronger than 72 km/hour. Maintaining the MANIFESTATION/EVENT will be at the CLIENT's responsibility and it will assume all consequences.

The CLIENT shall refrain from (i) hanging any equipment from the TERRACES and STANDS, (ii) stocking any equipment beneath them.

The CLIENT is responsible for managing the access to the TERRACES and the STANDS by any person and for any consequences that may result. It is also responsible for their evacuation under the same conditions.

Guarding the installation site and the SERVICE PROVIDER's PRODUCTS and/or SERVICES is the CLIENT's responsibility from the first day of assembly to the last day of dismantling.

III.2 TEMPORARY LAYOUT/GENERAL INSTALLATION –TEMPORARY LAYOUT/RECEPTION AREAS – STAND TAILOR-MADE FURNITURE – MEANS OF SIGNALLING – POS ADVERTISING - PERMANENT LAYOUT – HEATING/AIR

CONDITIONING – ELECTRICAL SUPPLY – STAGE LIGHTING – SOUND SYSTEM – SIMULTANEOUS INTERPRETING AUDIOVISUAL AIDS

Guarding the installation site and the SERVICE PROVIDER's PRODUCTS and/or SERVICES is the CLIENT's responsibility from the first day of assembly to the last day of dismantling.

III.2.1 TEMPORARY LAYOUT/GENERAL INSTALLATION –TEMPORARY LAYOUT/RECEPTION AREAS – STAND TAILOR-MADE FURNITURE – GRAPHICS AND SIGNAGE – POS ADVERTISING – PERMANENT LAYOUT

The CLIENT must specify with the ORDER if the installation will be on concrete or on a wooden floor, and attach to the latter a detailed, dimensioned plan of its stand together with the desired installation date.

With regard to floor coverings, the surface areas to be invoiced will be calculated taking into account any offcuts due to standard carpet widths (two or four-metre widths). Floor covering surfaces will be rounded up to the nearest square metre.

In connection with signs, the CLIENT must obtain from the site landlord the necessary options for ceiling attachments (if this service is requested) as well as technical details (height, slinging points, permitted load).

Wall covering surfaces will be rounded up to the nearest square metre.

Guarding the installation site and the SERVICE PROVIDER's PRODUCTS and/or SERVICES is the CLIENT's responsibility from the first day of assembly to the last day of dismantling.

III.2.2 HEATING/AIR CONDITIONING – ELECTRICAL SUPPLY – STAGE LIGHTING – SOUND SYSTEM – SIMULTANEOUS INTERPRETING

It is the CLIENT's responsibility to provide the source of electricity and the water supply, except in special cases.

The CLIENT undertakes to ensure that the SERVICE PROVIDER has optimal access to this source. The SERVICE PROVIDER will invoice it for any specific arrangements necessary for access to the services (in particular cabling, etc.)

The CLIENT refrains from opening any electrical cabinets and any

electric connections unless expressly agreed to the contrary in writing by the SERVICE PROVIDER beforehand. The SERVICE PROVIDER accepts no responsibility, whatever the cause, if this provision is not respected.

To avoid theft, the CLIENT must lock up the PRODUCTS made available to it, every evening. Additional electric connections (i.e. non-standard) will be invoiced extra.

III.2.3 AUDIOVISUAL AIDS

If it so desires, before collection from the premises of the SERVICE PROVIDER in a room made freely available to it, the CLIENT may test the PRODUCTS handed over in perfect working order, as no complaint is admissible after the equipment has been collected.

The CLIENT is responsible for third parties in respect of use of the PRODUCTS and in particular use of HF emitters, audio and video, walkie-talkies, radios, telephones..., without recourse of any kind against the SERVICE PROVIDER.

Shock and overturn indicators are placed on the packaging of some PRODUCTS (particularly plasma screens...) and their condition will define the quality of transport and/or use of the rented equipment by the CLIENT.

The CLIENT will be invoiced for the light fittings returned out of action at 100% of their replacement value. It will be the same for all cables and accessories not returned and all other equipment given with the PRODUCTS for their use.

To avoid theft, the CLIENT must lock up the PRODUCTS made available to it, every evening.

Additional electric connections (i.e. non-standard) will be invoiced extra.

III.3 FLOWER DECORATIONS

The SERVICE PROVIDER is responsible for their upkeep.

The CLIENT undertakes to see to it that the indoor plants rented are in an ambient environment of between 15 and 20 degrees Celsius from September to March.

III.4 PERMANENT LAYOUT, FLOWER DECORATIONS, TAILOR-MADE FURNITURE, POS ADVERTISING, STAND, LAYOUT AND DECORATION SYSTEMS, STRUCTURES

In the event of sale, manufacture of the PRODUCTS is only started

after the CLIENT has expressly accepted the SERVICE PROVIDER's plans within the required time limits.

Dispatch dates are given for information only and do not include transport times. No delivered equipment will be returned.

Packaging of the PRODUCTS is imposed and the CLIENT will be invoiced for unpacking.

Packaging is free, unless the CLIENT requests specific packaging.

IV - WARRANTY

IV.1 PERMANENT LAYOUT – LAYOUT AND DECORATION SYSTEMS – STRUCTURES (Industrial buildings/Tarpaulins) – STAND – POS ADVERTISING

In the event of sale, the SERVICE PROVIDER will replace free of charge (excluding labour/assembly dismantling/accommodation/transport costs) the parts acknowledged as being faulty by its technical departments (as a result of a latent defect related to faulty material, manufacture or design) with the exception of any other compensation, as from its delivery and for the duration stipulated in its documentation.

V - ONLINE ORDERING FOR FURNITURE RENTAL

These dispositions determine the terms and conditions pursuant to which the SERVICE PROVIDER offers on its WEBSITE, to professionals only, a FURNITURE rental service, for various EXHIBITIONS.

1 - Scope

These provisions prevail over the General Terms and Conditions of the contract of Rental and/or Sale and the Specific Conditions of use of points I to IV of the annex.

By ordering FURNITURE on the WEBSITE and ticking the box "I accept the terms of the CONTRACT FOR RENTAL AND/OR SALE", the CLIENT declares that it has become familiar with and accepted the CONTRACT and the dispositions relative to online orders for Furniture rental.

The SERVICE PROVIDER reserves the right to modify the CONTRACT at any time, with notice: it will therefore apply from the time it is put online to any new order, subject to prior acceptance by the CLIENT.

2 - Ordering procedure

2.1. The CLIENT is personally responsible for putting in place the

hardware and means of telecommunication permitting access to the WEBSITE. He is responsible for any telecommunication costs for internet access and use of the WEBSITE.

2.2. The online FURNITURE order service on the WEBSITE is accessible to any CLIENT of EXHIBITIONS, having legal capacity to enter into contracts.

2.3. In order to be able to place an order on the WEBSITE, the CLIENT must be identified by email address and password. For any first order, the CLIENT must follow the procedure for creating an account, as indicated on the WEBSITE.

When creating its account, the CLIENT undertakes to communicate only correct and complete information. If the information communicated turns out to be false, incorrect or incomplete, the SERVICE PROVIDER reserves the right to cancel the order placed by the CLIENT without any right for the latter to claim for any compensation. In addition, the SERVICE PROVIDER shall in no event be liable for the failure to perform or incorrect performance of the CONTRACT resulting from the communication by the CLIENT of false, incorrect or incomplete information.

The CLIENT undertakes to inform the SERVICE PROVIDER of any change relating to such information.

2.4. Notwithstanding the provisions of articles 2.2.1 and 2.2.2 of these General Dispositions and except with specific agreement by the SERVICE PROVIDER, the CLIENT's order of FURNITURE must, in order to be valid, be placed before the deadline as indicated on the WEBSITE for the EXHIBITION concerned.

2.5. Notwithstanding the provisions of article 2.3.1 of these General Dispositions, in case of cancellation of an order for any reason whatsoever that is made less than two (2) working days before the date of the 1st day of delivery/installation at the EXHIBITION concerned, the price of the whole ORDER will continue to be claimed by the SERVICE PROVIDER.

3 - Furniture

3.1. Offer

The FURNITURE colours, photographic and digital presentations presented on the WEBSITE are not binding. The

CLIENT represents that he is ordering FURNITURE with full knowledge of that fact. The SERVICE PROVIDER may modify the offer of FURNITURE proposed on the WEBSITE, or put an end to such offer, without prior notice, subject to completion of transactions that have already been concluded.

3.2. Furniture availability

The FURNITURE offer is proposed by the SERVICE PROVIDER within the limit of available inventory.

If one or more pieces of FURNITURE should become temporarily or permanently unavailable, the SERVICE PROVIDER shall make best efforts to update its WEBSITE. In no event shall the SERVICE PROVIDER be liable for the lack of availability of one or more pieces of FURNITURE.

4 - Conclusion of the electronic contract

Acceptance and confirmation of the order are carried out by entry of data on successive web screens. This data appears on a summary screen, which permits the CLIENT to check the content as well as the amount of his order, and to correct any mistake, before confirming it.

Any rental shall be deemed to have been legally concluded and the contract deemed to be effective between the CLIENT and the SERVICE PROVIDER as soon as the CLIENT has accepted this CONTRACT and the summary of its order has been confirmed by the SERVICE PROVIDER.

The CLIENT shall receive, after placing the order, a confirmation of its purchase by email to the address provided on the electronic order form filled out on the WEBSITE, including the main characteristics of the pieces of FURNITURE ordered, the name of the concerned EXHIBITION, the price including tax, the delivery and return conditions (date and place), and the address to where the CLIENT may send claims.

5 - Delivery

Unless otherwise indicated at the time of the order, the FURNITURE shall be delivered, installed on stand and laid out where required (provided that the CLIENT forwards a layout plan at the time of the order) the day before the opening date of the EXHIBITION at the latest.

The SERVICE PROVIDER shall not be liable and shall not pay compensation in the event of a late delivery due to incomplete or

incorrect information provided by the CLIENT.

6 - Price and payment terms

6.1. Prices

The FURNITURE rental prices indicated on the WEBSITE are stated in Euros, excluding taxes. The prices and taxes applied shall be those in force at the time of the confirmation of the order by the SERVICE PROVIDER.

The FURNITURE rental prices include the costs of delivery on the place of the EXHIBITION, installation, layout (where required) and return. They do not include the insurance/contribution to restoration costs as referred to in article 6 of the General Dispositions which shall be invoiced in addition.

All orders, whatever the domicile of the CLIENT, are payable exclusively in Euros.

Prices are set by the SERVICE PROVIDER and may therefore be modified at any time, without, however, affecting orders that have already been placed.

6.2. Terms and methods of payment

Payments for FURNITURE orders are carried out online on the WEBSITE, by bank card (MasterCard, "Carte bleue" Visa, Maestro, CB or ecard), check or bank transfer (costs to be borne by the CLIENT); acceptance of the order by the SERVICE PROVIDER is subject to complete payment by the CLIENT.

In the event that the bank account information transmitted is invalid and/or in the event of fraud or attempted fraud in relation to use of the WEBSITE, the SERVICE PROVIDER may cancel the order. In the event of incomplete payment or non-payment, the order shall be cancelled, without prejudice to any damages that may be claimed by the SERVICE PROVIDER.

Payments are made by bank card through a secure payment system. The CLIENT agrees to personally use the bank card of which he is the holder. The SERVICE PROVIDER shall in no event be liable in case of fraudulent use.

6.3. Administration costs

Notwithstanding the provisions of article 3.3 of the General Dispositions, no administration costs shall be charged to the CLIENT, whatever the total amount (excluding taxes) of the FURNITURE order.

7 - Access to and availability of the Website

7.1. The CLIENT represents that he accepts the characteristics and limits of the internet and acknowledges, in particular:

- that he is aware that the WEBSITE's performances depend largely on the characteristics of the CLIENT's workstation, modem and the type of connection chosen;

- that he is aware of the nature of the internet network and in particular of its technical performances and the response time for consulting, requesting or transferring information or content;

- that it is his responsibility to take all appropriate measures in order to protect his own data and/or equipment from contamination by any computer virus or attempts at intrusion that could affect the proper functioning of or damage computer equipment.

7.2. The SERVICE PROVIDER undertakes to use its best efforts to maintain accessibility of the online rental service. The SERVICE PROVIDER is bound, however, only by a best efforts undertaking, and

cannot guarantee continuous and uninterrupted service.

7.3. The SERVICE PROVIDER reserves the right to modify or interrupt, temporarily or permanently, the WEBSITE accessibility, in particular for maintenance purposes, updates or improvements, or to make changes to its content or presentation, without any prior notice or compensation whatsoever, although, to the extent possible, the SERVICE PROVIDER shall inform CLIENTS prior to performing such action.

7.4. The SERVICE PROVIDER shall not be held responsible in any way either for technical problems or difficulties due to maintenance or to a breakdown of its network, or to communication problems on the part of the CLIENT's internet service provider.

8 - Personal Data

Article 14 of the general Provisions of the Rental and/or sales Contract fully applies.

Furthermore, in accordance with the provisions of the Law of 6 January 1978 modified on data processing, data files and individual liberties, the CLIENT has a right of access, correction and opposition

to transfer of information transmitted to the SERVICE PROVIDER, which the CLIENT may exercise directly by sending an email to the following address: data@gl-events.com

9 - Intellectual Property

The intellectual property rights attached to all items on the WEBSITE, and in particular text, comments, HTML pages, images and photos reproduced on the WEBSITE, are owned by the SERVICE PROVIDER. Any full or partial reproduction of any of these elements without the prior written authorisation of the SERVICE PROVIDER is strictly prohibited. The CLIENT shall expressly indemnify and hold harmless the SERVICE PROVIDER for all consequences (including financial consequences) of any action and notably legal action that may be taken against the latter because of non-respect of such prohibition.

Information and data of all kinds contained on the WEBSITE remain the property of the SERVICE PROVIDER. The FURNITURE rental protected by intellectual property rights does not cause, unless otherwise stated, any transfer of such rights in favour of the CLIENT.

10 - Safekeeping

The automatic registration systems of the SERVICE PROVIDER are deemed to be proof of the electronic contract and its date, which the CLIENT expressly agrees with.

11 - Customers service

The SERVICE PROVIDER customer service is accessible by:

- Email: info.mobilier@gl-events.com

GL events Mobilier
ZAC des Tulipes Nord - 6, Avenue du XXIe siècle - 95500 Gonesse (France)

01 30 11 98 78 (Monday to Friday, 9:00 AM to 5:00 PM, local time, except public holidays and annual closing).

The SERVICE PROVIDER shall respond to calls, letters and emails in English and in French.

**CLIENT signature
Preceded by the
handwritten note "Read
and approved"**