



18 & 19 September 2024
Cit  Internationale
www.sido-lyon.com

GENERAL REGULATION

GENERAL REGULATIONS 2024

The Contract between the Organiser and the Exhibitor consists of these General Terms and Conditions of Sale and their Appendix and the Application Form, duly signed by the Exhibitor. The Exhibitor acknowledges that it has had prior knowledge of these documents and accepts the terms thereof.

By sending the Organiser their signed Application Form, the Exhibitors undertake to comply unconditionally and unreservedly with the Contract's clauses and any amendments to said Contract resulting from the implementation of the provisions specified below due to specific circumstances and adopted in the interest of the Show by the Organiser, which the Organiser shall bring to the Exhibitor's attention by any means, including verbally.

The Exhibitor expressly acknowledges that it has been informed, in particular, of the inherent risks in organizing a Show and the potential risks of cancellation, interruption or postponement and that no provision of these General Terms and Conditions or the Application Form constitutes or is likely to constitute a significant imbalance between the rights and obligations existing in this respect between the Parties.

DEFINITIONS:

Official Catalogue: the electronic or paper document specifically designed for the Show, belonging to the Organiser. It notably contains a list of Exhibitors, their contact details, Stand numbers and any other information relative to the Show.

Exhibitor: any professional (corporate entity or individual) having submitted a Stand Application Form to the Organiser in order to take part in the Show.

Organiser: Infopro Digital Trade Shows, a simplified joint stock company with   15,000 capital and registered office located at 1, place Tobie Robatel, 69001 Lyon, Lyon Company Register N  440 290 070.

Show / Exhibition: SIDO Lyon 2024 from 18/09/2024 to 19/09/2024 at the Cit  Internationale in Lyon.
Stand: the site made available to an Exhibitor by the Organiser during the Show according to the conditions defined by the Contract, in order to enable the Exhibitor to show its products and services and/or meet customers and partners and/or fellow members of the industry.

A-PURPOSE

The purpose of this Contract is to define the conditions whereby the Organiser makes a Stand and all other services available to an Exhibitor during the period of the Show. The Show organization conditions, notably its period, the site where it is to be held and opening and closing times are freely determined by the Organiser which is entitled to unilaterally modify them. A decision to modify the organization of the Show, notwithstanding the date on which it is taken, does not authorize the Exhibitor to cancel its reservation.

The reservation of a Stand or associated services implies the unreserved acceptance of these general conditions notwithstanding any other conditions contained in the Exhibitor's documents. Exhibitors undertake to comply with the present special regulations of the Exhibition, the general regulations of the place where the Exhibition is held and, in general, all regulations and standards applicable to the premises occupied.

B-CONDITIONS OF PARTICIPATION

1) Conditions of participation

The Organiser determines Exhibitor categories and establishes the nomenclature for the products or services presented. After inspection, it also reserves the right to exclude products and/or services that do not appear to correspond to the purpose of the Show or permit products to be shown that are not part of the nomenclature but which are of interest for the Show. No compensation shall be paid if an Application Form is rejected. In such cases, any sums paid are purely and simply reimbursed. The Exhibitor undertakes, both with respect to the Organiser and the other exhibitors, and upon signature hereof, to:

- Show products and services compatible with the theme of the event.
- Not show products or equipment non-compliant with French regulations except for products or equipment intended for implementation outside French territory.
- Not do any advertising liable to mislead or constitute unfair competition.
- Show equipment, products, processes or services of its manufacture or design or for which it is the agent or concessionaire: in the latter case, it will enclose with its participation request a list of the brands, the products of which it proposes to exhibit or services it wishes to present. The Organiser then reserves the right to invoice the Exhibitor for each brand, service or product represented. Sales are strictly prohibited within the framework of the Show.

The Organiser does not accept any liability regarding to the foregoing, in particular in the event of a dispute with another Exhibitor or visitor, and the Exhibitor guarantees the Organiser of any recourse in this respect.

Sales are strictly prohibited within the framework of the Show.

During the entire period of the Show, Exhibitors will not remove their products until it has ended and may not be authorised to close their Stands or modify the aspect of same before the date and time stipulated by the Organiser.

2) Stand Reservation

Any professional wishing to exhibit at the Show will submit a signed or validated online Application Form to the Organiser, together with the related payment. Unless the Organiser refuses the Application Form, the fact of sending in this participation request, even if payment is not enclosed, constitutes a firm, irrevocable committed order by the Exhibitor subject to the stipulations of article F1 below, involving payment in full of the Stand rental and related costs in full.

3) Validation of Application forms by the Organiser

The Organiser is not obligated to provide reasons for the decisions made regarding the Exhibitor's Application Form. In the event of refusal of admittance, the sums paid will be refunded in full, no compensation being due, for whatever reason. The same applies for Exhibitors on the waiting list when a Stand cannot be allocated, due to a lack of space available at the opening of the Event.

Acceptance of the Application Form is evidenced by a reply from the Organiser, which may consist of an invoice forwarded to the Exhibitor.

An Application Form from an Exhibitor whose business is being run, for whatever reason, by a legal administrator or with its assistance may be cancelled, despite acceptance, and even after Stand allocation has been implemented.

This notably applies to any Application Form from a company that files for bankruptcy between the time of application and the Show opening date. However, the Organiser may, if the company is legally authorised to continue operation, decide to maintain its participation, provided the sums due are paid in full immediately.

4) Transfer/subletting of Stands

It is recalled that the Contract is concluded intuitu personae. Consequently, the Exhibitor is prohibited from transferring, subletting or sharing all or part of its site in the Show, free of charge or in exchange for payment, unless the Organiser has given prior written permission. In such a case, the Organiser may, at its discretion, either issue an additional invoice for the full price of the Stand per identified co-exhibitor/assignee/subtenant, or simply refuse the presence of this third party at the Exhibition. No compensation shall be due to the Exhibitor or the third party in this respect.

C-LAYOUT AND SURFACE AREA

1) Show floor plan

The Organiser draws up the Show floor plan and allocates out the space, taking the wishes of Exhibitors into account as far as possible (notably the nature of their products, the layout of their Stands and the surface area required), if possible according to the Application Form registration date and Exhibitor participation seniority. If necessary or in case of unavailability, the Organiser reserves the right to modify the surface area and/or layout of the Stand requested by the Exhibitor. This modification will give rise to the necessary price adjustment but does not entitle the Exhibitor to unilaterally cancel his reservation. It is up to the Exhibitor to ensure floor plan conformity before its Stand is fitted out. The Organiser cannot be held liable if a difference occurs between the measurements indicated on the floor plan and the actual dimensions of the Stand.

The plan indicates the general breakdown of the sites around the location allocated.

These details, valid as of the floor plan preparation date, are given for information purposes only and may be subject to modifications of which the Exhibitor may be informed.

Any complaints concerning the Stand location defined by the plan must be submitted in writing within eight days of communication of the plan by the Organiser. Once this period has elapsed, the location proposed is considered to have been accepted by the Exhibitor. The Organiser cannot under any circumstances reserve or guarantee a location from one edition to the next. Moreover, participation in previous editions of the Show does not establish a right in favor of the Exhibitor to a specific location or give the latter any priority regarding the allocation of Stand locations.

2) Installation of Stands

The Exhibitor will comply with the terms of the Technical Package transmitted and ensure they are respected: this notably includes the specifications indicated by the owner or principal tenant of the Show site, together with the technical information required for installation and decoration of the Stand. The Exhibitor expressly acknowledges and accepts that the Technical Package is an integral part of the Contract.

Stands are installed according to the general plan drawn up by the Organiser.

The regulations concerning Stand construction are available from the Organiser in the Technical Package or on request.

The Exhibitor has sole liability for any companies used to assist it with the installation, outfitting and operation of its Stand. In particular, it must make sure that all its service companies and subcontractors are in order with respect to the social contribution and tax authorities. The Organiser cannot be held liable in this respect.

The Exhibitor is liable for any damage to floors, partitions, show windows, etc. caused by its installations. It must bear the cost of any repair work as necessary. In this respect, the Exhibitor must, if appropriate, take out damage insurance, pursuant to the provisions of Article G.

D-PRICE

The price of the Stand varies according to the surface areas as established on the Application Form. It should be noted that no services (including the Stand) will be provided if the price has not been entirely paid before the Show.

1) General Services Provided

The price of the Stand covers a series of general services described on the Application Form, in addition to the provision of a Stand location.

2) Optional Services

Optional services may be ordered, the prices of which are indicated in the Technical Package, by completing the order forms included in this guide.

As far as the Official Catalogue is concerned, the Organiser has exclusive editorial, publication and distribution rights on and off the Show premises, free of charge and/or in exchange for payment. The essential information for production will be supplied by Exhibitors under their own responsibility by the deadline established by the Organiser.

For any other support or communication service ordered within the framework of the Exhibition, the Exhibitor undertakes to comply with the technical specifications and deadlines transmitted by the Organiser in order to enable their proper implementation.

If the Exhibitor does not provide the details by the deadline, the Organiser cannot be held liable for non-publication of the information relating to the Exhibitor and/or failure to provide communication services. Similarly, the Organiser cannot under any circumstances be held liable for omissions, reproduction, composition or other errors that might occur. It may refuse the insertion of or modify any text and/or any other element transmitted by the Exhibitor that might appear contrary to the interests of the Show or which might be detrimental to other Exhibitors.

4) Change of circumstances

The Parties hereby specifically agree to exclude the application of Article 1195 of the Civil Code. However, the Organiser declares that it does not agree to bear the risk of an upward fluctuation in the cost of the following supplies and services: purchase or hire of equipment/materials for general installation and for equipped stands (carpets, partitions, signage, furniture, lighting, slinging), reception and security services, transport of materials, energy, cleaning and sorting/recycling services, reception staff, space rental.

Consequently, if a significant increase in the cost of any of these services takes place after the signing of the Contract and is notified to the Exhibitor, the Parties undertake to renegotiate the Contract in good faith. If a written agreement is not reached within ten (10) days of the above notification, either party may give notice of termination of the Contract, without compensation of any kind to either party on any account whatsoever.

E-PAYMENT CONDITIONS

The Application Form makes provision for a payment schedule to be met by the Exhibitor. Any delay in payment will result in late penalties due ipso jure without prior notification amounting to three times the legal interest rate, calculated per day overdue, without this clause adversely affecting the liability of the debt.

Any overdue payment or failure to comply with the terms of payment referred into the previous paragraph may, at the Organiser's discretion, result in cancellation of the Application Form, with payment of all the sums due to the Organiser in accordance with the said terms of payment as an indemnity. The Organiser then reserves the right to use the Stand, now available for rental once again. The Organiser reserves the right to take as surety the objects exhibited in or decorating the Stand in the event of non-payments or claims.

By way of derogation from the provisions of Article 1342-10 of the Civil Code, it is expressly agreed

that in the event that several invoices are due and the Exhibitor makes a partial settlement, The Organiser will be free to charge the said payment as it sees fit.

For any late Applications form, the first instalment is equal to the amounts already due on the date of the Application form. The same applies to Exhibitors on the waiting list who benefit from the late allocation of exhibition space.

Any incident, late payment or any sum still due for an exhibition or event organised by the Organiser automatically entails a ban on participation in any other exhibition/event without prior formal

notice from the Organiser and until full payment has been made.

Furthermore, the Organiser reserves the right to make the execution of any service or order subject to the taking of guarantees or to full payment in advance, particularly in the event of deterioration in the Exhibitor's solvency.

F- WITHDRAWAL OF THE EXHIBITOR AND EXPULSION CONDITIONS

1. Withdrawal of the Exhibitor

An Exhibitor wishing to cancel a reservation or to withdraw must do so by sending a registered letter with recorded delivery to the Organiser's registered office.

The following conditions of cancellation will be applied:

- In case of canceling, whatever the date, the registration fees are not refundable,
- Cancellation before 28/06/2024: 50% of the order will be retained by the

Organiser,

- Cancellation after 28/06/2024: 100% of the order will be retained by the Organiser.

2. Expulsion Conditions

If the Exhibitor has not started on installation of its Stand at least twelve hours before the Show opens or has not paid the sums due in full before the opening of the Show, it will be considered to have stepped down. In this case, the Organiser may use the Stand of the Exhibitor at fault without the latter being able to claim reimbursement or an indemnity, even if the Stand is allocated to another Exhibitor.

3. During the Show, any breach of the terms of the Contract and/or an oral and/or written instruction imposed on the Exhibitor by the Organiser may lead to the withdrawal and immediate expulsion of the offending Exhibitor, without any official notification being necessary. This notably applies to non-conformity of the fittings, non-compliance with safety rules, non-occupancy of the Stand, presentation of products non compliant with those listed on the Application Form or for which the Exhibitor does not possess the rights. Expulsion will be implemented without the said Exhibitor at fault being able to claim reimbursement of sums paid or an indemnity of any kind whatsoever, without prejudice to any other indemnity in favour of the Organiser should the breach have caused material and moral damage of any kind to the Show or to the Organiser. The Organiser will be entitled to use the Stand site vacated as it wishes. Any measures that the Organiser is obliged to take to ensure regulations are complied with will be undertaken entirely at the expense, risk and peril of the Exhibitors responsible. In this case they expressly waive any recourse against the Organiser in this respect.

4. The General Commissioner of the Exhibition reserves the right to exclude from the Exhibition before or during its holding and possibly for future events/exhibitions any participant whose conduct appears to him to be incorrect.

This exclusion does not entail any modification to these general terms and conditions. The participants undertake to respect the usual rules of decorum.

5. In the event that the Organiser has to cancel the participation of an Exhibitor on the grounds that the latter is a national of a state, a member of an organisation or is directly or indirectly affected by restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which the Show is to be held, at whatever time this cancellation occurs, the Organiser will reimburse to the said Exhibitor all sums already paid. The Exhibitor shall not be entitled to claim any compensation as a result of this cancellation on any grounds whatsoever.

G-LIABILITY / INSURANCE

1) The Organiser has taken out liability insurance as part of its business. **It is the responsibility of the Exhibitor to take out liability insurance on their own account.**

• In addition, the Exhibitor has taken out, as part of his Application Form, an insurance policy covering, **within the limits and under the conditions set out in the full information leaflet in the Technical Package and/or on the Exhibitor's space on the Exhibition website, any damage that may be caused to the goods present at the Exhibition and belonging to him.**

• The rental of a Stand is not a deposit contract. In the event of theft of or damage to any property whatsoever on a Stand (in particular Exhibitors' or visitors' clothing or personal objects) or handed in at the cloakroom, the Exhibitor may not make any claim against the Organiser.

Nor can the Organiser be held liable:

- for damage or accidents attributable to the owner of the premises used,
 - disputes that may arise between Exhibitors and visitors or between Exhibitors.
- Should a dispute occur between two Exhibitors, they must settle the conflict sensibly together, as far as possible. The Organiser must be kept informed of the conflict but is not obliged to act as mediator or arbitrator. Its role is to check that the contractual provisions by which it is bound to the Exhibitors have been respected.

Should one of them decide to have the authorities intervene, it must advise the Organiser in order to suitably preserve the image of the Show.

2) If the Organiser were to be acknowledged as being liable for any reason, the damages and reparation due by the Organiser to the Exhibitor, all causes combined, cannot exceed the total excl. VAT amount of the sums paid by the Exhibitor in respect of the Contract.

3) The Organiser cannot be held liable for any indirect prejudice. The following are considered as indirect prejudice - any commercial prejudice, loss of data or files, loss of turnover or profit, loss of customers, loss of opportunity, interference with enjoyment due to another Exhibitor, damage to brand image - in relation to or resulting from the provision of the Stand, even if the Organiser was warned of the possibility of occurrence of a loss or damage of this kind.

4) In addition, motor land vehicles present at the Exhibition on behalf or for the benefit of the Exhibitor must, in accordance with the law of 27.02.1958, be insured by a motor vehicle policy and present a valid insurance certificate, which the Exhibitor guarantees and remains personally liable.

5) **Under penalty of foreclosure, any damage must be reported to the Organiser within 5 days. In the event of theft, the Exhibitor must also file a complaint with the police or gendarmerie within 24 hours. The receipt of the complaint must be attached to the Exhibitor's declaration. The Exhibitor shall lose the right to benefit from the insurance if he does not comply with these instructions.**

H. CANCELLATION - POSTPONEMENT - INTERRUPTION

1. In view of the very specific nature of the organisation of a Show which requires significant investment over a very long preparation period for an event which takes place over a very short period of time, the Parties expressly agree that the Organiser may at any time, under the conditions specified below, cancel, postpone or suspend the Show due to a case of force majeure or for Other Legitimate Cases defined as follows. The Parties expressly agree that the following provisions fall outside the provisions of Articles 1170, 1186, 1195, 1219, 1220 and 1223 of the French Civil Code.

2. Cancellation

a) **The Parties expressly agree that the following constitute :**

i) **a case of force majeure** justifying the cancellation of the Show at any time: any case described as such pursuant to Article 1218 of the French Civil Code and by applicable case law and in particular, but not limited to, the following situations: any legislative or regulatory decisions, any health, climate, economic, political or social situations or situations related to a risk in terms of the safety of the goods or persons participating in the Show, at a local, national or international level, not reasonably

foreseeable when the Show is marketed, beyond the Organiser's control and which make it impossible to fulfil the Contract or which involve risks of disturbance or disorder likely to prevent the Show from being organised or successfully conducted and the effects of which cannot be avoided through appropriate measures. To avoid any ambiguity, a decree declaring a state of emergency, or a state of health emergency, a "prefectoral" or "municipal" order (or any equivalent administrative measure), including a measure prohibiting the gathering of a number of people below the Show's hosting capacity is deemed to be a case of force majeure.

ii) **Other Legitimate Cases** : any technical, economic, political, social, health or other reasons or due to the precautionary principle, leading the Organiser to believe that the conditions are not met for holding the Show under the conditions initially provided for, without this decision being included in the provisions of Article 1218 of the French Civil Code. This would be the case, although not exclusively, in the following circumstances: climate conditions, epidemic or any other health risk, armed conflict, revolt, boycott (political, consumer or other), restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which the Exhibition is to be held, risk of attack, strike or industrial action (general or sectoral-based or directed against the Show), interruption, even partial, of national or international means of transport or accommodation, impossibility for exhibitors and/or visitors and/or service providers selected for the organisation of the Show (or some of them) to access the Show site.

b) **If the Show is cancelled by the Organiser due to a case of force majeure or an "Other Legitimate cases"** - of which he will inform the Exhibitors in writing - the Parties expressly agree that the Exhibitor may, at his choice:

i) either, decide to cancel his participation in the relevant edition of the Show. In this case, the Parties expressly agree that, after deduction by the Organiser of the expenses (both internal full costs and external) that it has already incurred for organising and holding the Show plus a 3% margin, the available balance of the advance payments and payments already made by the Exhibitors shall be divided between the Exhibitors in proportion to the payments made to the exclusion of any reimbursement of sums already paid or any compensation whatsoever.

ii) or, decide to postpone his participation to the next edition of the Show. In this case, the total amount of his participation for the cancelled edition, as shown in the Application Form, paid or remaining due at the date of cancellation, will be transferred in full to the following edition of the Show.

Thus, the sums already paid by the Exhibitor for the cancelled edition will be retained by the Organiser and deducted from the services subscribed by the Exhibitor for the following edition. The balance of the participation remaining due by the Exhibitor on the date of cancellation of the Show will be paid according to a payment schedule to be agreed between the Parties.

The Exhibitor undertakes not to exercise any recourse against the Organiser due to the application of the above stipulations and the Organiser may not under any circumstances be held liable for the compensation of direct or indirect material or immaterial damages, including operating losses, suffered by the Exhibitor.

3. Postponement

The Parties have expressly agreed that the Organiser may at any time postpone the Show due to a case of force majeure or due to one of the Other Legitimate Cases, if it believes that the conditions are not met for holding the Show under the conditions initially provided for, without this decision being considered as falling under the provisions of Articles 1170, 1186, 1219, 1220, 1223 or 1195 of the French Civil Code, which is expressly accepted by the Parties. The Organiser shall inform the Exhibitor of the new arrangements for organising the Show as soon as possible.

The Exhibitor may not refuse the postponement if it occurs either within a maximum of six months following the date on which the Show was initially scheduled, or within less than half of the usual period separating two editions of the Show (-the Postponement-).

In the event of a Postponement, the sums already paid by the Exhibitor shall be retained by the Organiser and the Contract shall continue to have full effect for the new date of the Show, the Exhibitor not being entitled to any compensation or indemnity (direct or indirect material or immaterial damages, including operating losses) for any reason whatsoever and any sums already paid by the Exhibitor will be retained by the Organiser.

Any postponement of the Show beyond the aforementioned deadlines shall be deemed to be a cancellation and the provisions of Articles H.2, as the case may be, shall apply.

4. Interruption

When the Show has begun, if the Show is temporarily interrupted due to a case of force majeure or one of the Other Legitimate Cases, the Parties have expressly agreed to apply the provisions of paragraph 2 of Article 1218 of the French Civil Code relating to a temporary impediment, and to suspend the performance of the obligations affected by the suspension, without this circumstance entitling the Exhibitor to the provisions of Article 1223 of the French Civil Code which it has expressly waived. Consequently, the Exhibitor is not entitled to any reimbursement of sums already paid or due in respect of its participation in the Show and due to the Interruption.

If the Show is permanently interrupted due to a case of force majeure or one of the Other Legitimate Cases, the Parties shall be released accordingly from their obligations affected by the permanent interruption of the Show. Nevertheless, the Parties have expressly agreed that, by way of exception to the effects of the termination of the Contract provided for in paragraph 2 of Article 1218 of the French Civil Code, and without this provision being considered as falling under the provisions of Articles 1170, 1186, 1219, 1220 or 1223 of the French Civil Code, the Exhibitor shall not be entitled to the full or partial reimbursement of the sums already paid in respect of its participation in the Show, which shall remain fully acquired by the Organiser. It is expressly accepted and acknowledged by the Exhibitor that this provision is justified by the fact that almost all of the organisational costs will have already been incurred by the Organiser by the date on which the Show will have begun. The Exhibitor undertakes not to exercise any recourse against the Organiser due to the application of this provision and the Organiser may not under any circumstances be held liable for the compensation of direct or indirect material or immaterial damages, including operating losses, suffered by the Exhibitor.

I. FILES - PERSONAL DATA

1 The personal data collected by the Organiser is processed as part of the Exhibitor's participation in the Exhibition. They are required by the Organiser for processing related to this participation and are saved in the Organiser's client file. The Organiser and any other company in the Infopro Digital group will be able to use this file to personally, or on behalf of their clients, recommend products and/or services useful to the Exhibitor's activities, or to add them to professional directories.

In accordance with the regulations in force (the French Data Protection Act No. 78-17 "Informatique et Libert s" of 6 January 1978 and the European data protection regulation of 27 April 2016, hereinafter the "GDPR"), the Exhibitor has the right to access, amend, update, and delete all of their personal data. The Infopro Digital Group Personal Data Policy is viewable on the Exhibition website and via the link <https://www.infopro-digital.com/data-protection/eng/>

In order to provide its services, the Organiser may be led to share the Exhibitor's personal data

with the following categories of subcontractor: printers, service providers that produce and scan badges, video contractors, service providers responsible for producing the Exhibition Catalogue and reception staff.

2 As part of the services requested, the Organiser may be led to process personal data on the Exhibitor's behalf. When this happens, the Organiser will have the role of data processor and the Exhibitor will be the data controller, as defined in the GDPR. As the data controller, the Exhibitor undertakes to comply with the regulations in force relating to personal data, particularly the right to access, amend, update, and delete personal data.

2.1 part of the data processing operations carried out by the Organiser on the Exhibitor's behalf, the characteristics of this processing will be as follows:

Legal basis/Purpose of processing	Type of data processed	Data subjects	Nature of processing	Data retention period
Execution of the contract Collection of visitor contact details	Professional contact details Surname, first name	Visitors	Collection Storage	Contract duration
Execution of the contract Sharing of contact details with the Exhibitor	Professional contact details Surname, first name	Visitors	Storage Sharing (with the Exhibitor) Deletion	Contract duration

When communications are sent by the Organiser on the Exhibitor's behalf, it is the Exhibitor's responsibility to send the Organiser details of how they would like information (or consent if required) to be collected from data subjects. In the absence of this, the Organiser will apply its usual methods of providing information (or collecting consent if required), without the Exhibitor being able to hold the Organiser liable in this respect.

2.2 The Organiser's general obligations as a data processor

On the Exhibitor's behalf, the Organiser will only process the personal data required for the purposes set out above and only on documented, written instruction from the Exhibitor, including in relation to transfers to a third country, unless obliged to by European Union law, in which case the Organiser will inform the Exhibitor in advance of this obligation, unless the applicable law prohibits this for significant reasons of public interest.

The Organiser will inform the Exhibitor if it believes an instruction is in violation of the regulation in force or any other applicable provisions, and, where necessary, reserves the right not to execute any such instruction, without this giving rise to any liability in this respect.

The Organiser will only provide members of its staff access to the personal data being processed when strictly required for the execution, management or monitoring of the Contract. The Organiser will ensure that the persons authorised to process personal data (the Organiser's staff and service providers) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality, and will receive the required training on data protection.

The Organiser will immediately inform the Exhibitor of any request it receives from data subjects. The Organiser is prohibited to respond to such requests, unless authorised by the Exhibitor. As needed, it will help the Exhibitor comply with its obligation to respond to requests from data subjects wishing to exercise their rights.

Once the purposes set out in 14.2.1 have been realised, the Exhibitor may at any time request deletion of the personal data processed by the Organiser as part of the provision of its services. In this event, the Organiser will delete all personal data processed as part of the provision of services or return the data to the Exhibitor once the services have been completed, and destroy all existing copies, unless European Union law or the law of the member state requires the personal data to be kept.

The Organiser undertakes to:

- Provide the Exhibitor with all appropriate information and with any assistance required to enable it to fulfil its obligations as a data controller;
- Keep a written record in accordance with the provisions of Article 30.2 of the GDPR;
- Help the Exhibitor ensure the respect of the obligations set out in Articles 32-36, in light of the nature of the processing and information at its disposition, notably:
 - o Offering sufficient guarantees regarding the implementation of appropriate technical and organisational measures to ensure processing meets the requirements of the regulations in force and guarantees the protection of the data subjects' rights;
 - o Notifying, by any means, and as soon as reasonably possible, the Exhibitor of any personal data breach in accordance with the regulation in force, in particular articles 33 and 34 of the GDPR;
 - o Helping the Exhibitor, where necessary, to ensure compliance with the obligations set out in Article 35 of the GDPR, namely the completion of analysis of the impact of data protection in the event processing could lead to an elevated risk to the rights and freedoms of physical persons.

2.3 Appointment of a data protection officer

The Parties undertake to name one or several data protection officers in accordance with data protection standards (DPO or similar). For the Organiser: Denis Riols / dpo@infopro-digital.com For the Exhibitor, this person will be listed on the Order Form.

2.4 Audits:

The Organiser will provide the Exhibitor with all information necessary to provide proof of its compliance with the obligations of Article 14 and to enable the completion of audits. Such audits will be limited to one day-long audit per civil year, regardless of the number of orders made by the Exhibitor. In the event of an external audit, the auditor must not be a competitor of the Organiser or a company directly or indirectly owned by a competitor group or in partnership with a competitor of the Organiser. The Exhibitor will notify the Organiser in writing at least thirty (30) days before the date of the audit and will inform the Organiser of the specific scope of the audit. The Organiser will be able to suggest another date to the Exhibitor within fifteen (15) days of the date proposed by the Exhibitor, excluding any periods of closure of the Organiser's sites, during which this deadline can be extended.

The Parties and the external auditor will in all cases sign a confidentiality agreement guaranteeing the confidentiality of the audit and of the information shared for it.

At the end of the audit, a provisional audit report will be sent in the strictest confidentiality to both Parties simultaneously. The Parties will be able to submit any comments or queries within a period of five (5) working days. Once these comments and queries have been submitted, the auditor will define the terms of the audit report, with all comments and queries submitted being included in the appendix, regardless of whether they were retained in the final version of the report. This report will set out all of the conclusions presented and approved by both Parties, as well as any action plans for approval by the Parties. They may only be opposed to the Organiser insofar as the conclusions of the report show clear non-compliance with the applicable legal obligations and are recognised as such by the Organiser. Corrective actions accepted by the Organiser must be executed according

to a jointly approved schedule.

2.5 Use of sub-processors

In general, the Organiser is permitted to use one or several sub-processors and (i) will ensure these sub-processors execute all of the obligations of this article in the same way, (ii) will remain liable to the Exhibitor for non-execution by any such sub-processors, and (iii) will inform the Exhibitor of any changes relating to the addition or replacement of a sub-processor in order to allow the Exhibitor to submit any objections to these changes, which will be deemed approved unless any duly justified objection is made in the ten days following their notification by the Organiser. In the event of a justified objection, the Parties will attempt to negotiate a solution.

As part of the aforementioned processing, the Exhibitor is informed of and agrees to the Organiser using service providers to collect visitor contact details (badge scans, etc.) and to store these details. The exact list of service providers used for the Exhibition in question will be sent if requested from the Organiser.

2.6 Transfer of data outside the EEA

If one of the Parties intends to process personal data outside the European Union and the European Economic Area, it must inform the other Party in advance so the latter can set out any compliance actions to be adhered to. In any case, the Organiser undertakes, in accordance with Articles 44 and 46 of the GDPR, to present all appropriate guarantees for the transfer of data outside the EU, notably through:

- The use of standard contractual clauses adopted by the European Commission or by a non-European inspection body guaranteeing an appropriate level of protection of rights and freedoms where the European Commission's standard contract clauses cannot be applied and/ or are not sufficient for the laws and regulations in the regions in question, or,
- Through the use of all other guarantees deemed appropriate for the protection of the personal data of data subjects, as set out in Article 46 of the GDPR.

J. INTEGRITY AND TRANSPARENCY

1) The Organiser shall conduct its activities honestly, with integrity, reliably and responsibly and shall ensure that every individual or legal entity with which it works abides by these same values. Therefore, the Organiser and any third party acting on its behalf as part of the Event undertakes to comply strictly with all applicable anti-corruption laws and regulations.

In particular, the Exhibitor shall not, directly or indirectly, offer or grant to, request or receive from a third party any unfair advantage in return for completing, delaying or omitting to complete any act within its powers and that is or could be considered an unlawful or corrupt practice. The Exhibitor also declares and guarantees to the Organiser that no amount (including fees, commission or any other unfair financial benefit) and no item of value (including but not limited to gifts, holidays, meals or inappropriate entertainment) has been or shall be given directly or indirectly to any employee, director or corporate officer of the Organiser for the purpose of procuring the signature of this Contract and/or to facilitate its performance or renewal.

2) In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed (together, «Economic Sanctions»).

Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf, (i) shall be liable for any loss or damage arising from the use of the Service, (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions.

3) Any failure by the Exhibitor to abide by the preceding stipulations shall be deemed to constitute a substantial breach justifying the termination of the present Contract as of right, without legal formalities or notice. This termination shall be notified by registered letter with acknowledgement of receipt notifying said breach and the termination; it shall take effect upon initial presentation of said letter.

The Organiser also reserves the right to claim all damages and interest to which it may be entitled as a result of this breach.

After signing this Contract, the Exhibitor shall inform the Organiser promptly of any event that could undermine the declarations and guarantees made in this article.

K-GENERAL PROVISIONS

This Contract constitutes the agreement of the Parties at the end of their negotiations, during which each Party has fulfilled its duty to provide information to the other Party. The Parties thus undertake in full knowledge of the facts and expressly renounce the application of article 1195 of the Civil Code within the framework of this Contract.

Each Party expressly acknowledges that no clause or no provision of the Contract:

- constitutes or is likely to constitute a significant imbalance between the rights and obligations of the Parties hereto or to the participation Contract,
- deprives the debtor's essential obligation of its substance and waives its right to invoke the provisions of Article 1170 of the French Civil Code.

The Parties expressly derogate from the provisions of Articles 1186, 1223 and 1602 of the French Civil Code which shall not apply in their relationship (it being specified, to avoid any doubt regarding Article 1602 that this waiver must under no circumstances be interpreted as meaning that one or the other of the provisions of the General Terms and Conditions or the Application Form should be interpreted against any of the Parties).

The nullity or inapplicability of any of the non-substantial stipulations of the Contract shall not nullify the other stipulations, which shall retain their full force and scope

No tolerance by either Party may be interpreted as a waiver of a right or as a modification of contractual relations.

Each of the Parties generally undertakes to perform this Contract in good faith, and in particular, not to do anything that could harm the other, such as in particular damaging its image or that of the Show.

This is a translation into English of the Exhibitor's General Regulations, the original of which was prepared in French. All possible care has been taken to ensure that the translation is an accurate representation of the original. However, in all matters of interpretation of information herein, the original language version of this agreement takes precedence over this translation.

L-APPLICABLE LAW AND DISPUTES

This Contract will be governed by French law.

The Organiser shall rule on all cases that require its arbitration during the Event. The Exhibitor acknowledges that it has been informed of and accepts that the Organiser's decisions in this respect shall be final and immediately enforceable. In the event of a challenge, the Exhibitor agrees to submit its complaint to the Organiser in writing before undertaking any other procedure. IN THE EVENT OF A CHALLENGE CONCERNING THE FORMATION, INTERPRETATION, EXECUTION OR CESSATION OF THE PRESENT CONTRACT, THE COURTS OF NANTERRE (France) THE ONLY COMPETENT AUTHORITIES.

THIS CLAUSE ALONE SHALL APPLY, EVEN IN THE CASE OF EMERGENCY OR EX-PARTE PROCEEDINGS, THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS

APPENDIX: EXHIBITOR OBLIGATIONS

The Exhibitor will comply with the terms of this appendix. Failing which, the Organiser may, at its discretion, expel it from the ongoing Show or reserve the right to exclude it from the next edition of the Show.

I. COMMERCIAL BEHAVIOUR

- 1 - The Exhibitor may not accommodate another company on its Stand and may not undertake any advertising in any form whatsoever for firms not exhibiting, out of what is planned on B4.
- 2 - It may not distribute documents or prospectuses outside of its Stand or in front of it unless a specific previous agreement with the Show Organiser has been established to this effect.
- 3 - Exhibitors agree to secure all of the rights to present, operate and market the materials, products and services (in particular advertising materials) that they exhibit, in accordance with current legal and regulatory provisions, before presenting the materials, products or services. The Organiser does not accept any liability in this respect, notably in the event of a dispute with another Exhibitor or visitor. The Exhibitor holds the Organiser harmless with respect to any recourse in this regard.
- 4 - The Exhibitor will receive visitors on its Stand throughout the period of the Show. Stands will be impeccably clean, decorated and furnished throughout the period of the Show. The Exhibitor must ensure that there is a person on its Stand responsible for its overall good order, who can be a valid contact for the Organiser. It is prohibited to leave covers over exhibited objects or clean Stands during opening hours. The personnel employed must be suitably dressed and have a courteous attitude.

II. INSTALLATION OF STANDS AND SAFETY

1- Installation of Stands

The Organiser determines the schedule for setup and installation of the Stands before the opening of the Show. Installation work must be completed on the eve of the opening day; please refer to the setup and removal schedule in the Technical Package.

Specific decoration of Stands is undertaken by Exhibitors at their expense and under their responsibility. It must comply with the safety regulations specified by the Authorities and the Architecture and Signage Regulations set out by the Organiser.

The Organiser establishes display conditions and the conditions for using sound, light or audiovisual systems, as well as the conditions in which any promotion operations or activities can be organised on the Show premises. The Organiser also determines the conditions under which photo shooting, filming or sound recording is authorized on the Show premises. Written authorization is required for illuminated signs.

The Organiser reserves the right to have installations and/or materials (including fitted carpets and wall hangings) eliminated, destroyed or modified, at the Exhibitor's expense, if they modify the general aspect of the Show or interfere with other Exhibitors or visitors, do not comply with the layout plan and mock-up previously submitted for approval and/or that might not comply with regulations, in terms of safety in particular. The Exhibitor must comply with the assembly instructions described in the Technical Package.

Any fitting or equipment installation that cannot be undertaken or erected without using the Stand of other Exhibitors can only be done with the express authorization of the Organiser on the date established.

2- Safety

The Exhibitor must be present or appoint a duly authorized representative on its Stand when the Safety Dept. inspection is made and, throughout the Show, will comply with the safety measures laid down by the Authorities and the safety measures taken by the Organiser or site administrator. In special or contentious cases concerning safety, the Exhibitor will be asked to apply to the Préfecture de Police Safety Committee for special approval. It must provide documentary proof thereof for the Organiser.

The Exhibitor must comply with the safety measures laid down by the administrative or legal authorities, together with any safety measures taken by the Organiser and ensure compliance by its service providers. In particular, it must ensure that, for the installation of its Stand, all service providers and their subcontractors comply with labour law and regulations governing health and safety on work sites.

The Organiser reserves the right to verify compliance with these measures. Surveillance is carried out under the control of the Organiser: its decisions concerning the application of safety rules must be executed immediately.

3- Dismantling and Return of Stands

The Exhibitor will comply with the schedule defined by the Organiser concerning the dismantling of Stands, removal of equipment, materials and products, as well as the lead times for putting back into good order after the Show. As far as dismantling, removal and putting back into good order are concerned, the Organiser is entitled to have operations not carried out by the Exhibitor within the lead times established undertaken at the Exhibitors expense and risk. Any expenses incurred by the Organiser due to a delay by the Exhibitor will be automatically invoiced to the latter and must be paid on receipt of invoice. The Organiser declines all responsibility concerning items erected or installed by Exhibitors.

The Exhibitor takes the Stand location in the condition in which it is found and returns it in the same state as when initially occupied. Any damage caused by an Exhibitor and/or its representatives and/or by its installations, equipment or goods, notably to the Show premises and installations, is for the account of this Exhibitor.

III. ORGANISATION OF LOGISTICS

1- Show Access

Exhibitors are provided with badges to be distributed free of charge to their personnel. They may not be used for any commercial purposes whatsoever or be used as invitation cards for their customers.

No one may be admitted to the Show premises without producing an access card/badge issued by or accepted by the Organiser. The latter reserves the right to refuse admission to the Show to anyone without giving reasons.

2- Delivery of goods

Each Exhibitor must itself be responsible for the transportation and acceptance of its own goods. It must comply with the Organiser's instructions relative to regulations governing incoming and outgoing goods, notably as regards vehicle traffic operation within the Show grounds. Products and equipment brought to the Show may not be taken out on any pretext during the period of the Show. If Exhibitors or their agents are not present to receive their packages or other deliveries for the Exhibitor, delivery will be refused unless provisions to the contrary are indicated in the Contract. The Exhibitor cannot claim damages for prejudice caused by refusal to accept its packages or other

deliveries. Goods can only be handled outside opening hours. Removal will take place at the times indicated in the specifications.

It will be up to Exhibitors to accomplish Customs formalities for equipment and products from abroad. The Organiser cannot be held liable for difficulties that might arise during these formalities.

3- Miscellaneous

Smoking is strictly prohibited on the Show premises.

IV. PROMOTION OF THE SHOW AND EXHIBITORS

By registering for one of the Organiser's events, Exhibitors consent to the taking of pictures (photographs and/or audio-visual recordings) by the Organiser of the event in which they are participating. They expressly authorise the Organiser to reproduce and represent all or part of these photos in commercial documents (brochures, invitations, etc.) whatever their medium, publications and websites published by the Organiser or by a company in the INFOPRO DIGITAL group to which it belongs, for the purpose of promoting the Show worldwide and/or an unlimited period of time. The Organiser arranges the promotion of the Event and the communication of the Exhibitors within the Show and defines the optimal way to communicate in order to achieve the highest attendance and foot traffic during the Event. This communication may include a catalogue or any other communication material including information requested by the Organiser or images etc. provided by the Exhibitors. The logos, illustrations and texts provided are done so under the sole responsibility of the Exhibitors, who guarantee the Organiser against any recourse in this respect. These items must be submitted in accordance with the size and lead time constraints defined by the Organiser. Logos, illustrations and texts received late may not be taken into account by the Organiser, its liability cannot be sought in this case

V. SOUND, PHOTOGRAPHS AND VIDEOS, ADVERTISING

1. Sound systems and broadcast of video on the Stand must be used with a sound level compatible with smooth operation of the Show, with respect for other Exhibitors nearby. In the event of noncompliance with a warning, the Organiser reserves the right to have the power supply to the Stand cut off. All Exhibitors will ensure compliance with S.A.C.E.M obligations if they use music on their Stands and for their own activities, even if simply for the demonstration of sound equipment.

2. All distributions of documents, prospectuses, circulars, journals, etc. and all conduct of surveys and productions of films or photographs inside and in the immediate surroundings of the Event are subject to the Organiser's prior written authorisation.

Loud promotion and soliciting in any way are strictly prohibited.

3- The Exhibitor is authorised to take pictures (videos and photographs) inside the Show, in particular of conferences organised by him, subject to the following conditions:

- having obtained the prior authorisation of the Organiser, in particular to organise the presence of its possible service providers,

- not to hinder other Exhibitors, Visitors and/or the running of the Fair.

The Exhibitor is authorised to disseminate the images thus produced for institutional communication only and for a period of 12 months.

Exhibitors who do not wish photographs of their stands or products to be taken must indicate this visibly on their stand.

The Organiser reserves the right to prohibit the taking of photographs by visitors.

The Exhibitor is solely responsible for obtaining from any natural person (exhibitors, visitors, organising staff, venue, etc.) all necessary authorizations for the taking of photographs, the reproduction and representation of company names and logos and the right to the image of natural persons appearing in the photographs taken during the conference or otherwise.

4. The Show's brand and/or logo may not be used or reproduced, on any material, without the Organiser's prior and written agreement.

July 2023