TERMS & CONDITIONS OF CONTRACT

Chapter 1 General provisions

SECTION 1.1

The present terms and conditions are "the only basis of commercial negotiation" within the meaning of Article L.441-6 of the French Commercial code. The documents referred to in Section 2.6 complete the present terms and conditions. In case of contradiction between the present T&C's and the documents mentioned in Section 2.6, the present T&C's prevail.

SECTION 1.2

An "event" is defined as a congress, conference, etc. in connection with which the booths/stands/spaces and passes are being sold.

An "applicant" is defined as a party which is interested in participating in the event, and which has applied to participate.

A "exhibitor" is defined as any applicant admitted by the organizer to participate in the event (ex. sponsors, exhibitors, etc.).

The "organizer" is the association which initiated the event as well as COLLOQUIUM, the company in charge of marketing the event on behalf of and/or for account of the association and/or the organizing committee of the event.

SECTION 1.3

The organizer sets the location, the duration, the opening and closing hours of the event, the price of stands/locations, and of admission fee, as well as the closing date for registration. The organizer alone can determine the categories of individuals and companies admitted to exhibit and/or entitled to visit the event, as well as the list of products and services presented. The organizer may modify at any time the above-mentioned conditions.

Chapter 2

Application and Admission

SECTION 2.1

Excluding any other, applications are made using the official booking form drafted by the organizer duly signed, if applicable, and completed any additional required documents. Neither requests for a registration form, nor the dispatching of the aforesaid form nor the cashing of a registration check can be considered to constitute an application.

SECTION 2.2

The organizer processes applications and rules on admissions. Admission becomes effective only after written confirmation to the exhibitor.

SECTION 2.3

In case of rejection of the application the organizer does not have to justify his decision. On no account can the rejected applicant claim compensation of any kind and, in particular, on the grounds that his admission was solicited by the organizer. He will not use either the correspondence exchanged with the organizer or the cashing of the amount of the membership or even the publication of his name on any list as proof of his admission. Rejection of admission shall not give rise to the payment of compensation of any nature other than the reimbursement of the amounts paid to the organizer.

SECTION 2.4

In all circumstances, admission of application files will be subject to the availability offered by the event.

SECTION 2.5

Admission to the event binds, definitively and irrevocably, the exhibitor, who then shall pay the entire amount of the sums as provided for in chapter 3.

SECTION 2.6

Applicants as well as exhibitors accept, without reservation, and commit to comply with the present terms and conditions, with the General Rules and Regulations Governing Exhibitions in France (RGMC 2015) of the French Meeting Industry Council UNIMEV (Union Française des Métiers de l'Evénement), available on:

http://www.unimev.fr/files/unimev.fr/public/ressources/files/unimev-rgmc 2015-version anglaise.pdf in addition to and/or in matters not regulated by the present T&C's, with all and any special regulations inserted into the exhibitor guidebook, with any applicable hosting venue regulations the receipt of which they acknowledge hereby, as well as with security and police measures imposed by relevant authorities, and in general with all regulations, including security ones, applicable to commercial and public events in France. They also accept all new regulations imposed by the circumstances or in the event's interest that the organizer has the right to notify, even verbally. The organizer may in any time verify compliance with above-mentioned measures and regulations. His decisions on the application of safety regulations are to be implemented immediately.

Any breach of the above-mentioned regulations and/or of the special regulations may entail immediate, temporary or final exclusion of the exhibitor, without any compensation or reimbursement of the amounts paid and without prejudice regarding legal actions which may be brought against him.

SECTION 2.7

Any subscription by the applicant of an admission application is deemed to be a waiver of all other general/specific terms of purchase or any additional or dispensatory document offered by the latter, at any time, either concomitant or in the future.

SECTION 2.8

The admission certificate issued by the organizer to exhibitors is nominative and cannot be transferred. exhibitors are strictly forbidden, except in a case of prior written authorization from the organizer, to transfer, sublet or share, free of charge or for a fee, all or part of their space. They are also strictly forbidden to rent, within the hosting site, any space other than the one offered by the organizer.

SECTION 2.9

The organizer has a right to request, at any time, any additional information in relation with the foregoing and may revoke his decision of admission based on information that is incorrect, inexact or that became inexact. The down-payment remains, in accordance with Article 3.1, acquired by the organizer who has also the right to seek the payment of the full price hereunder.

Chapter 3 Registration Fees

SECTION 3.1

A down-payment of 60% of the total amount is due from the exhibitor as of the date of admission; the balance of the payment is due no later than 45 days before the event. Failing that payment within 30 days following the issuance of the corresponding invoice, late charges will be immediately payable. Their rate is set at three times the applicable legal interest rate at the date of payment, these charges being payable the day following the due date of payment, pursuant to section L441-6 of the French Commercial code [Code du Commerce]. These late interests may be charged and invoiced separately. In case of late payment, a statutory fixed charge to cover debt collection costs of €40 will be automatically due to the creditor by the debtor.

For any reservation request sent less than 45 days before the Event, the entire amount is due on reservation, subject to admission.

SECTION 3.2

In case of non-payment of the deposit and/or non-payment of the balance on the due dates, the organizer may terminate, at any moment, without prior notice or formal call for payment, the exhibitor's membership, the amounts due remaining irrevocably earned by the organizer, the latter being thus able to dispose, as he sees fit, of the location or the room in question which he shall market towards a third party.

Chapter 4

Conditions of Termination

SECTION 4.1

In case of termination, on whatever grounds, by a exhibitor more than 45 days before the first day of the event, the organizer will keep as compensation 60% of a received down payment (or due if the down payment has not been paid on this date). If termination occurs on the 45th day, or less than 45 days before the first day of the event, the entire sums due shall be kept as a compensation for termination.

SECTION 4.2

Any request for reduction of the space already booked shall be expressly approved by the organizer and shall then be considered as a partial cancellation entailing charges borne by the exhibitor in the following manner: 60% of the price of the cancelled booth/space in case of a partial cancellation more than 45 days before the first day of the event and 100% of the price of the cancelled booth/space in case of a partial cancellation less than 45 days before the first day of the event. SECTION 4.3

The exhibitor is responsible for subscribing any insurance he shall consider necessary in order to cover any possible unavailability preventing him from participating to the event.

Chapter 5

Attribution of Locations

SECTION 5.1

The organizer determines the map of the event and undertakes the distribution of locations. The admission does not confer any right of use of a fixed location by the exhibitor.

SECTION 5.2

The map of the exhibition and the schedules of sessions are determined by the organizer who distributes the locations in the order of reservations, taking into account, as far as possible, the wishes expressed by the exhibitors. The plan is for information purposes and may be modified without any notice.

SECTION 5.3

Whenever the organizer considers it useful in the interest of the event, he has a right to modify the disposition of surfaces, the map of the exhibition as well as the schedule of sessions. No objections or compensation requests shall be accepted from exhibitors. If modification concerns the allocated surface area, there shall only be a discount proportionate to the price of the stand. The modification does not authorize the exhibitor to withdraw his commitment to participate to the event.

SECTION 5.4

The organizer shall not be held liable for any minor differences noted between the figures indicated and the real dimensions of the location, nor for possible modifications occurring in the area surrounding stands (modification of neighboring stands, reconfiguration of the aisles...) as registrations are being recorded.

Chapter 6

Installation and compliance of stands

SECTION 6.1

The exhibitor undertakes to comply with all the regulations, standards as well as with technical and security specifications applicable to the event.

SECTION 6.2

The installations on the stands shall not exceed 2.50m high. Concerning particular adjustments in excess of the standards of weight or height, a special authorization request shall be sent to COLLOQUIUM no later than 60 days before the date of the event.

SECTION 6.3

The organizer is authorized to ask the exhibitor, at any time, detailed plans of the arrangement and decoration of his stand

The exhibitors shall comply with the instructions of the hosting location and of the organizer, for the regulation of entries and exits of goods and in particular, concerning vehicles of all kinds within the walls of the venue.

SECTION 6.4

The exhibitors, or their principals, must have finished setting up their stands at the date and time set by the organizer, after which time and date, no packaging, material, transportation vehicle, exterior contractors, shall be, under any reason whatsoever and regardless of whatever damage it can cause to the exhibitor, access, be kept, or remain on the site of the event

SECTION 6.5

The setup of the stands shall not, under any circumstance, damage or modify permanent installations of the exhibition site and it shall not impair the convenience or the security of other exhibitors and of visitors.

SECTION 6.6

The particular decoration of stands/locations is done by the exhibitors and under their responsibility. It must, in any case, fit with the general decorations of the event, the visibility of neighboring stands and the possible stipulations of the particular regulation and/or of the "guidebook" or "the exhibitor's handbook" on that subject. It should not obstruct the visibility of signage and security equipment.

SECTION 4.7

In the closed exhibition spaces, all used materials, curtains and carpeting included, shall comply with the security regulations against fire hazard, the organizer reserving, at all times, the right to remove or destroy, at exhibitor's own risk and expense, any material and/or any installation which would not comply with these regulations.

SECTION 6.8

The organizer further reserves the right to remove or modify, before the opening of the event to public as well as during the event, those installations which would damage the general aspect and/or the image of the event, hinder the neighboring exhibitors or the visitors, or which would not comply with the particular maps or plans previously submitted.

SECTION 6.9

The exhibitor shall be present at his stand during the visit of the security services and shall comply, throughout the entire event, with the security measures imposed by Public Authorities or decided by the organizer.

SECTION 6.10

The exhibitor and/or his agents ensure the transport, receipt, shipment of his parcels and goods as well as he/they take responsibility for their contents. If the exhibitor or his agents are not present at the time of delivery of his parcels or goods, the organizer may refuse their receipt without the exhibitor being able to make a claim for compensation for any sort of damage.

Chapter 7

Occupation and use of stands

SECTION 7.1

It is expressly forbidden to transfer, to sublet, to exchange, for free or for a fee, all or part of the location attributed by the organizer. The attributed locations shall be occupied by the exhibitor at the opening time and day of the event. Failing that, they shall be deemed available and shall be liable to receive a new assignment without the failing exhibitor being able to claim any compensation or any reimbursement whatsoever. The stands shall, during opening hours, be constantly occupied by a representative of the exhibitor.

SECTION 7.2

Except if given prior written authorization by the organizer, the exhibitor shall not present on his location other materials, products or services than those which are listed in the admission request and corresponding to the list of the products or services established by the organizer. Except as otherwise expressly stipulated, the presentation and offer of second-hand materials are absolutely forbidden.

SECTION 7.3

The exhibitor shall not, under any form whatsoever, present products and services nor make advertisement for

non-participating companies and contractors, unless prior written authorization given by the organizer.

It is forbidden to promote activities of practitioners and/or regulated professions and their institutions that are subject to non-advertisement regulations.

SECTION 7.4

Stands shall remain impeccable all throughout the event, the cleaning of each stand, at the exhibitor's expense, shall be done each day and finished for the opening of the event to the public.

Any packaging, covers, objects not used for the presentation of the exhibitor's offer, his personnel's garments, etc. shall be out of sight of visitors. At the same time, it is forbidden to keep the displayed items covered during the opening hours of the event. The organizer is authorized to remove any object that covers displayed items, without being held, responsible for damages and/or loss that may result thereof.

SECTION 7.5

No sponsor or exhibitor shall, during the time of the Event, organize or promote meetings, gatherings or other events on the themes of the event. No sponsor or exhibitor shall organize a month before and/or after pre- or post-convention classes, workshops or symposiums. No sponsor or exhibitor shall organize parties on the days of the Event.

SECTION 7.6

Sales for the purchaser's personal use of promotional objects are allowed provided that the unit value of the object sold does not exceed the amounts fixed by the applicable regulation (Decree n° 2006-768 of the 29th June 2006 and section L762-2 of the French Commercial Code (code de commerce).

Chapter 8

Access to the event

SECTION 8.1

No one can be admitted within the walls of the event without presenting a title issued or admitted by the organizer. Some "exhibitor passes", or badges, giving the right of access to the event are, under the conditions determined by the organizer, issued to exhibitors. Invitation cards for individuals or companies which they wish to invite are, under conditions determined by the organizer, issued to exhibitors.

SECTION 8.2

The organizer reserves the right to forbid admission or to expel any individual, visitor or exhibitor, whose presence or behavior would be detrimental to the security, the peacefulness or the image of the event.

SECTION 8.3

Passes and invitations for exhibitor's guests are delivered to the exhibitors in accordance with terms defined by the organizer. Unused passes cannot be returned, refunded or exchanged. The distribution, reproduction and/or sale by exhibitors, in order to make a profit, of passes issued by the organizer, is strictly forbidden and subject to prosecution. The unlicensed sale of passes is a criminal offence subject to interrogation and arrest by the police.

Chapter 9

Contact and communication with the public

SECTION 9.1

The organizer has the exclusive right to write, publish and distribute, subject to payment or not, the catalogue of the event. He may transfer all or part of this right as well as the advertisement included in this catalogue. The information necessary for the catalogue shall be provided by exhibitors under their responsibility, in respect of the legislation in force and within the time set by the organizer, under penalty of non-insertion.

SECTION 9.2

The exhibitor authorizes the organizer to publish via TV, recording or any other mean (books, brochures, etc.), his image, stand, brand, trademark, his staff, as well as his products and services.

The exhibitor expressly renounces all recourse, both against the organizer and the producers or distributors, as to the distribution, for event's needs, in France and abroad, by

television, video document or any other mediums (books, booklets, etc.), of his image, that of his stand, of his sign, his brand, his staff, his products or his services and indemnifies the organizer in the case of a recourse of exhibitor's employees, subcontractors and contractors, and he undertakes to impose upon them this obligation.

SECTION 9.3

The organizer reserves the exclusive right to post within the walls of the site hosting the event. The exhibitor shall therefore only use, inside his stand only, the posters and signs of his own company, excluding any others and within the limits of the instructions related to general decoration. The organizer is authorized to remove posters that do not comply herewith.

SECTION 9.4

The minutes, catalogues, prints, gratuities or objects of any kind, may only be distributed by the exhibitors at their booked stand/location. No prospectus may be distributed without written authorization of the organizer.

SECTION 9.5

The distribution or sale of newspapers, periodicals, prospectus, lottery tickets, signs, participation coupons, even if it is related to a charity or charity event, the surveys, are forbidden, in the premises where the event is held and its immediate surroundings, unless exemption given by the organizer.

SECTION 9.6

Any advertisement with light or sound, and all animations, shows, or demonstrations that might cause crowd gatherings in the aisles, must receive prior agreement from the organizer who can cancel the authorization which may have been previously given, in case it hinders the traffic or the running of the event.

SECTION 9.7

Loudspeaker advertisement and or other announcement, in whatever form and manner, are strictly forbidden. The exhibitors shall not in any circumstances block the aisles or encroach on them, except upon written and prior exceptional authorization by the organizer.

SECTION 9.8

The exhibitors shall scrupulously make sure to loyally, fully, objectively and in compliance with all regulations inform the public of the qualities, prices, sales conditions and guarantees of their products or services. They shall not make any advertisement or any action whatsoever which might misrepresent or constitute unfair competition.

SECTION 9.9

The exhibitors undertake to only present products, services and/or materials which are in accordance with French or European regulations, unless, if applicable, their noncompliance is clearly indicated, by means of a sign. The exhibitors are entirely liable for their products, services and materials towards third parties, the organizer shall bear no liability whatsoever in this matter.

SECTION 9.10

It is up to each exhibitor to fulfil, every time it is necessary to do so, the formalities which are required for his participation to the event, in particular, concerning work regulations, concerning customs for materials or products from abroad, concerning hygiene for food products and animal species. The organizer shall not, at any time, be liable for difficulties arising therefrom.

Chapter 10

Intellectual Property and various rights

SECTION 10.1

The exhibitor must take care by himself of the intellectual protection of materials, products and services which he exhibits (patents, brands, models...), pursuant to the legal and statutory dispositions in force. These measures shall be taken before the presentation of the materials, products or services, as the organizer shall not accept any liability on this subject, in particular in case of a litigation with another exhibitor or visitor. The organizer may exclude exhibitors that have already been convicted of counterfeiting.

SECTION 10.2

The exhibitors shall deal directly with the S.A.C.E.M if they use music during the event, even for simple demonstrations of

sound materials, the organizer accepting no liability for this matter.

SECTION 10.3

Taking photographs or filming may be allowed within the walls of the event, upon written authorization of the organizer. A print of all the photographs or films shall be given to the organizer within fifteen days following the closing of the event. This authorization may be withdrawn at all times.

SECTION 10.4

Taking photographs and/or filming by visitors are forbidden. SECTION 10.5

Taking photographs of certain objects within stands is not permitted unless written consent is given by the exhibitor in question.

Chapter 11

Insurances

SECTION 11.1

The exhibitor undertakes to subscribe to public liability insurance policy covering any and all damages caused to third parties on account of his own liability (including that of his employees, contributors and casual employees of any kind), the said insurance policy shall include a section on «tenant's risks». The exhibitor also undertakes to subscribe to insurance policies necessary to cover all damages (losses, thefts, damages...) incurred by the material which he has custody of (presented objects and more generally all movable elements or other which he has custody of), with renunciation of any recourse on behalf of the exhibitor and his insurers towards the organizer and his insurers. The organizer is deemed not to be liable, in particular concerning loss, theft and damages whatsoever of the aforementioned material.

SECTION 11.2

The exhibitor agrees, except in case of malicious acts, to renounce any recourse as well as to get from his insurer renunciation of any recourse against any legal person that has renounced any recourse against the exhibitor under the contract concluded with or by the organizer on a reciprocal basis.

The exhibitor undertakes to, subject to a non-confirmation of his admission, submit to the organizer a certificate of such insurances (public liability insurance and property damage), including the renunciation of any recourse under the above-mentioned conditions.

Chapter 12

Dismantling stands at the end of the exhibition

SECTION 12.1

The exhibitor, or his duly accredited representatives, shall be present at his stand from the beginning of the dismantling until total emptying of the stand.

SECTION 12.2

The emptying of stands, goods, items and decorations, as well as residual waste of materials having been used for the decoration of the stands shall be done by the exhibitors within the time and hours given by the organizer, after the closing of the exhibition. After this time, the organizer may have the objects carried into a furniture depository of his choice at the exhibitor's own expenses and own risks without being held liable for partial or total deteriorations or loss.

It is strictly forbidden to disassemble the stands before the closing of the exhibition or when the public is still present on the site.

Waste disposal must be done in accordance with applicable health regulations and with procedures of the waste management company.

SECTION 12.3

The exhibitors will let the locations, settings, materials at their disposal in the same condition in which they have found them. All deteriorations caused by their installations or goods, either to the material, or the building, or to the occupied floor, shall be assessed by the technical services of the organizer and borne by the liable exhibitors.

Chapter 13 Posting of workers

SECTION 13.1

An exhibitor established outside France who solicits his own employees for the installation/dismantling of a stand shall, prior to the start of their intervention, send a declaration of posting of his employees to the competent French administration. He shall also designate a representative present on French soil for the duration of the posting.

An exhibitor established outside France shall send to the organiser, prior of the start of the intervention of installation/dismantling, a copy of the posting declaration as well as a copy of the document appointing the representative of the company in France.

SECTION 13.2

An exhibitor who solicits a contractor established outside France for the installation/dismantling of a stand, shall ensure that his contractor has fulfilled his obligation of a prior declaration of posting and of a designation of a representative in France. If the contractor established outside France has not fulfilled his obligations, the exhibitor shall address, within 48 hours of the intervention of the contractor, a declaration to the competent French administration. The organiser will not be held responsible for this matter.

The exhibitor shall provide the organiser, prior to the start of installation/dismantling, with a copy of the declaration of posting filled by the contractor as well as a copy of the document appointing a representative of the contractor in France.

Chapter 14 Various Provisions

SECTION 14.1

In case of force majeure forcing the organizer to cancel the event, and lacking the possibility of postponement of the event, the latest shall definitively keep the down payments already paid and he shall not be held liable for this cancellation.

Consequently, in case of postponement or cancellation of the event due to force majeure the organizer shall not be indebted to the exhibitor for any sum, compensation, penalty and\or damages of whatever nature.

Shall be deemed as a case of force majeure any unpredictable, irresistible and outside of one of the Parties event, preventing it from performing partially or totally its obligations arising hereof, such as (this list is not exhaustive):

- Strikes, locks-outs, or any other labor dispute to a third party of one of the Parties affecting the performance of the services necessary for the good organization of the event.
- Barricades, war, volcanic eruption, fire, explosion, storm, bad weather, earthquake, closure of the borders, the sudden change of the conditions required to enter a country, an act of government or some prohibitions promulgated by the governmental authorities of the country of departure and or the host country, atomic and nuclear risks,
- Acts of hostility such as bacteriological, viral or chemical
- Pefusal of the public authorities to deliver authorizations necessary for the holding of the event, the attacks, the acts of terrorism, sabotage or consequences of the application of the plan Vigipirate in France, or any comparable plan set up in any other country, or consequences of any measures taken by the authority concerned, as a precautionary measure, to avoid such events, as well as any withdrawal of administrative authorization in connection to these same causes,
- Any technical or electric major average or the other nature affecting the good development of the Event,
- Unavailability of the premises inside which the event is expected to take place, prohibited access or evacuation of the place of the event, total impossibility to access the place of the event,

Case of epizootic disease / SARS bird flu, H1N1 flu or withdrawal of or refusal of an administrative authorisation on sanitary grounds.

SECTION 14.2

The organizer shall not be held liable for a low number of registered delegates or for any lack of interest for the entire

SECTION 14.3

Any breach of the provisions of the present general terms and conditions, of any possible particular additional regulation, or of the specifications of the "guidebook" or of the «exhibitor's handbook » prescribed by the organizer, can, without prejudice to all other legal actions, give rise, with the help of the police if needed, to the immediate closing down of the stand of the offending exhibitor and to his exclusion. It is particularly the case for default of insurance, noncompliance of the layout, noncompliance of the security rules, non-occupation of the stand, presentation of products which do not comply with those listed in the admission request, etc.... Under such circumstances, the amount paid as to the exhibitor's registration is kept by the organizer, without any prejudice to the payment of the rest of the price, of any due sum remaining or of any other damages.

SECTION 14.4

Any information request or report of any financial kind on the attribution of the sums shall be directly sent by the exhibitor to the professional association initiating the event.

SECTION 14.5

The organizer shall have the right to rule on all cases not provided by these regulations. All decisions taken will be final and immediately binding.

SECTION 14.6

The applicable law for this contract is French Law; in case of litigation, only the Trade Court of Paris [Tribunal de commerce de Paris] shall have jurisdiction.

SECTION 14.7

Any possible difficulties in interpretation of this General Regulation in another language shall be solved by reference to the meaning of the French Version of the General Terms [Conditions générales].

SECTION 14.8

The exhibitor shall be solely liable for a payment of any tax/contribution in connection with his participation to the event, including the tax mentioned in section L541-10-1 of the French Code of Environment [Code de l'environnement] related to the documentation he is distributing during the event.

SECTION 14.9

The data collected is necessary for a treatment of your request and is subject to a computer processing in relation to your registration. The data is registered in our client file. Pursuant to the French Data Protection Act, you have the right of access, to rectification, erasure and to object in regard to your data. Should you wish to exercise your right or receive an information about your data, please contact us by e-mail at the following address: XXX@xxx.XXX

In accordance with Article 26 of the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the procession of personal data and in the free movement of such data (General Data Protection Regulation GDPR), the organiser (the association which initiated the event) and the exhibitor are jointly responsible for the data treatment. They determine in a transparent matter their respective responsibilities for compliance with the obligations under the GDPR.

Each party undertakes to comply with its obligations in accordance with the applicable legislation regarding the protection of the personal data, including the French Data Protection Act and the GDPR.

Each party assist the other for the fulfilment of its obligation to respond to a request for exercising the data subject's right. In case where one party receives from a data subject a request to exercise his right, that does not concern this party, it shall forward the request to the concerned party, who is responsible

for responding to the data subject within the deadlines provided by the law.

The parties refrain from committing any act that would put the other party in a position of breach of legislation regarding the protection of the personal data. In such case, the guilty party shall undertake all necessary preventive and/or corrective measures in order to neutralize its act and compensate, where necessary, the other party for the damage that this act would have done to him.

SECTION 14.10

In case of a dispute resulting from a damage caused by one exhibitor to another, the parties concerned shall settle the dispute on the best terms, without the organizer being involved.

The organizer shall in no circumstances be held responsible in case of a dispute between a exhibitor and a client or a visitor. He shall be informed of the dispute but has no obligation whatsoever to act as a mediator an arbitrator.

Whatever the merits of a complaint of one exhibitor against another and/or organizer, any such complaint shall be expressed and settled away from the areas of the exhibition site open to public and cannot, in any case, disturb the peace and/or damage the image of the event and the organizer.