

EDITORIAL

Ingénieurs Hospitaliers de France is greatly honoured to have been chosen to organise the 10th European Conference on Healthcare Engineering. The association hopes to offer the best possible welcome to our European colleagues and arrange an outstanding event that promises to mark a new milestone in the development of European healthcare engineering.

This biennial conference was founded by the European arm of the International Federation of Healthcare Engineering (IFHE EU). We previously had the pleasure of hosting the event back in 2011, and this 10th edition will take place in Paris in conjunction with the 63rd IHF Study and Training Days (IHF STD) at the Palais des Congrès - Porte Maillot from 14 to 16 June 2023.

Difficult events in Europe (COVID-19 pandemic, climate, war in Ukraine, universal access to healthcare, etc.) are further complicating the major challenges currently facing healthcare engineering: sustainable development and reducing carbon emissions, life cycles and overall cost, the development of digital and artificial intelligence, involving users in the design of healthcare spaces. They are now influencing the more traditional themes of managing maintenance and operation and the design of the healthcare built environment from prevention through to end of life support.

All of these critical issues will be discussed by leading speakers from IFHE EU member countries during two plenary sessions and eight themed workshops. They will be featured in articles published in the Book of the proceedings, a printed brochure given to all participants on their arrival at the conference, which will remain a reference publication.

A trade fair including suppliers, industry figures, designers, consultants, etc. and specific forums will allow visitors to discover innovations and enjoy discussion and debate with other professionals.

Finally, there will be multiple spaces and opportunities for friendly interaction during this event, as a key objective of this European conference is for figures from the European healthcare engineering sector to share and discuss topics, as well as network with their European colleagues.

Ingénieurs Hospitaliers de France is counting on you, European healthcare engineering professionals, to make this conference a benchmark European platform for debate and discussion. We look forward to meeting you in Paris, which - like other European capitals - will also be able to showcase its diverse cultural, artistic and architectural heritage.

Bruno CAZABAT, president IHF

Jacques ROOS, vice-president IHF, vice-president IFHE EU

TABLE OF CONTENT

General Information

ORGANIZERS

IHE



Jacques ROOS - Philippe STALLIVIERI

IHF: 1, Rue Cabanis - 75674 Paris Cedex 14 - e-mail: ph.stallivieri@gmail.com

COMMITTEE

Jacques ROOS Coordinator, vice-president IHF, vice-president IFHE EU

Thomas BUCHER President Swiss hospital engineers (IHS), Clinique Romande de réadaptation, Sion **Daniela PEDRINI** President IFHE, president S.I.A.I.S, UOC Gestione del Patrimonio interaziendale Azienda Ospedaliero-Universitaria di Bologna, Policlinico di Sant'Orsola, e Azienda USL di Bologna, Emilia-Romagna

Bruno CAZABAT President IHF, Hospices Civils de Lyon

Philippe STALLIVIERI Vice-president IHF, GHU Paris-Psychiatrie et Neurosciences

France BOUGON Vice-president IHF, Assistance Publique-Hôpitaux de Marseille

Alain BÉNINI Board member IHF, Hospices Civils de Lyon

Pierre NASSIF Board member IHF, CHU de Nantes

François XAINTRAY Board member IHF, Hôpitaux Universitaires de Strasbourg

CONTACT



Partnership Sales Executive

EUROPA ORGANISATION - Vincent GRIMALDI Tel: 33 (0)5 34 45 26 32 - Cell: 33 (0)6 52 05 67 71 E-mail: vgrimaldi@europa-group.com

HOTEL BOOKING



ACCOMMODATION & TRAVEL BOOK YOUR HOTEL

Europa Booking & Services (EBS), the official and exclusive hotel management administrator for the Course. To help you find the best accommodation near the congress venue we have booked rooms at preferred rates and conditions.

For your group request (up to 5 bedrooms) please contact EBS:

EUROPA BOOKING & SERVICES

Tel.: 05 34 45 64 13 - E-mail: ebs@europa-group.com

For individual reservations (less than 5 bedrooms) you can visit our website for online bookings:

RESERVATION https://booking.journees-ihf.com/

Our services:

- EBS selects the hotels, negotiate the rates and rooms allotment
- EBS makes you the best available hotel offer corresponding to your needs and criteria, manage the hotels options, reservations and rooming list
- EBS elaborates offers meeting the requirements of the MedTech code and the directive of the CNOM (Conseil national de l'Ordre des Médecins)
- EBS manages the hotel's contracts of your reservations, invoicing and the accounting monitoring of your projects
- EBS offers on site presence and after sales support. On site, during the congress, we have an office and we take care of all your last minute requests

Why choosing EBS:

- Bubbly and extremely professional team that is 100% customer-orientated
- A qualitative, attractive and tailor-made offer to optimise your needs
- An easy management of your projects (reservations, invoicing, payments)
- Service which is at your expectation's level
- Privileged hotels partners
- Only interlocutor: Europa Booking & Services

BOOK YOUR TRIP

Get on our website and book train or air tickets in just a few clics

RESERVATION https://travel.journees-ihf.com/

General Information

SALES ADMINISTRATION & TECHNICAL SUPPORT FOR PARTNERS



EUROPA ORGANISATION

Corinne DUPUY

Tel: 33 (0)5 34 45 26 45 - E-mail: expo-journeesihf@europa-organisation.com

OFFICAL WEBSITE

www.ECHE-PARIS2023.com

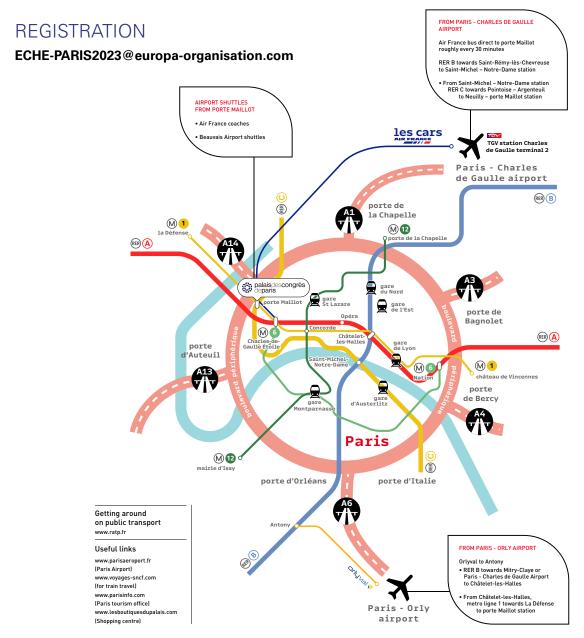
DATES

Wednesday June 14th to Friday June 16th 2023

VENUE

Palais des Congrès de Paris

2 Place de la Porte Maillot - Level 3 - 75017 Paris



Past edition's partners (ECHE SPAIN 2021):

ACTIVEASTUR ACV YGNIS AFGM AGENOR AIRE LIMPIO AIR LIQUIDE ALCAD **ALIMARKET ALTHEA ALTRO AMBISALUD** APR ASOCIACION DIR **ASSA ALBLOY BRAINLAB** CARTES CHICON MEDICAL CIAT **CLECA** COMPOMENTES Y UNIDADES CONSTRUCTIVAS **CRIOGES** DAIKIN **DELABIE DEXTRO DRAGER ECOPHON** EIFFAGE ENERGIA ELEMA S.L. **ENDISCOPIA ENDOSCOPI-9 ERGOTRON ESTUDIO 80** FAGOR **FERROVIAL FORNELA FUJIFILM** GE HEALTHCARE **GERFLOR GETINGE GRUPO EULEN GRUPO MEDITECH GRUPSA H2O FILTERS** HERMED HILLROM HONEYWELL ILOQ **INBENTUS**

INGESAN INYCOM IS CAL **ITALSAN** IZASA MEDICAL **KAINOS KITCHENING** LINDE LX HAUSYS MANSIS MEGA MATACHANA **MESSER MICRONELA NEOVERO NORMAGRUP OLYMPUS** PENTAX MEDCIAL **PHILPS PROTECTWALL** QUIONIA **REDISLOGAR** RFIN MFDICAL ROXTEC **SALICRU SANILUX SANTOS GRUPOS** SCHRACK SECONET SENER SIAC SILUJ SIMBIO E SIMON **SOCOMEC** SPEC MEDICA **STEELCO STERIS STORZ** SURG&MEDIC **TECNOLOGIE SANITARIE TEDISELMEDICAL** TRANE **TROXTECHNIK** TTR MECHANICAL **VENFILTER**

VEOLIA

WELTEC

VIESSMAN

INGENIEROS INDISTRIALES

2023 Main Topics

The Ingénieurs Hospitaliers de France (IHF – Hospital Engineers of France) association is an ongoing education organisation recognised by the authorities.

As such, it is "QUALIOPI"-certified, notably for the study and training days it organises annually. QUALIOPI certification means the training organisation complies with a benchmark of 7 criteria divided into 32 indicators.

It is issued following an audit performed by an independent auditor. Renewal audits are performed every three years and continued compliance is monitored through an intermediate surveillance audit.

This certification, which enables training fees to be covered by all public and most private structures that fund ongoing education, is proof of the high quality of training provided.

Conferences, plenaries and workshop will deal with major hospital engineering issues:

- Hospital asses management
- Maintenance and technical operation
- Hospital and digital (GMAO, GTC, BIM, smart hospital, digital objects)
- Architectural design conception
- Corporate Social Responsibility, sustainable development, climate change issues
- Energies, low Carbone transition
- COVID 19: feedback and lessons
- Project management throughout all the process
- Management deals, process, juridic security
- Management, certificates, purchases procedures
- Technical equipment
- Inter-establishment and international cooperation
- Medico-social sector
- Hospital hygiene
- Flow management

Participate in the ongoing training and other components of hospital engineers through experiences sharing, exchanges between professionals, innovations' presentations, enriched by the European character of this exceptional edition.

Exhibition

A dedicated area will gather the main companies from the healthcare engineering industry and be the place for exchange and trade

Booths will be delivered unequipped with "liberté +" formula, equipped with "tradition" formula (minimum of 6sqm) or under the "Prestige +" formula (with a minimum of 12sqm):

BOOTHS

Formula	Description	Rates/sqm VAT Excl.
Liberté +	Floor area with carpet Single-phase circuit-breaker of 1kW	500 €/sqm
Tradition	Furnishings: 1 table & 2 chairs per booth Floor: carpet Partitions: melamine panels Electricity: Single-phase circuit-breaker of 1kW Lighting Signage: 1 sign with company name and stand number Company's logo in the final programme and the website	500 €/sqm
Prestige +	Furnishings: 1 table & 3 chairs (special design) per booth 2sqm reserve with a fridge of 140L 1 desk 1 display 1 stool Floor: carpet (2 colors possibility) Partitions: melamine panels Electricity: Single-phase circuit-breaker of 1kW Lighting Signage: 1 sign with company name and stand number Company's logo in the final programme and the website	600 €/sqm

Exhibition

Booth size	Liberté + and Tradition	Prestige +	Exhibitor's badge
6sqm	3 415 € VAT Excl.		3
9sqm	4 915 € VAT Excl.		4
12sqm	6 445 € VAT Excl.	7 615 € VAT Excl.	6
15sqm	7 915 € VAT Excl.	9 415 € VAT Excl.	8
18sqm	9 415 € VAT Excl.	11 215 € VAT Excl.	10

Important

- The handling fees (280€) and public liability and multi-risk insurance (125€) are included in these rates.
- Only one company is authorized per booth.

Handling fees: Costs related to the technical, administrative and financial follow-up of your stand reservation from the receipt of your purchase order until your arrival on site. HAndling fees will be doubled in the event of management of a contractual document from the partner. **Multi-risk insurance:** Exhibitors must take out the insurance of Europa Group at their own expense to the insurers of the group policy drawn up on behalf of the exhibitors and approved by the organizer, "all risk" and liability insurance. Each exhibitor is insured for a mandatory minimum capital of €3,050. See general terms of insurance attached to the partnership file.

- **Exhibitor badges** do not give access to workshops or lunches. Those items could be ordered in april 2023 with the technical exhibition kit.
- The «PASS ATELIER» allows you to attend 4 workshops of your choice, it costs 150€ VAT excluded (see p.13)

BOOTH ALLOCATION

Upon reception of your order form along with the 100% deposit, the exhibition floor map is sent to you for location selection. Booths location is treated on a first come, first served basis. *Please note that while our GOLD, SILVER and BRONZE partners will be given priority to booth location within the exhibition, early commitment will ensure optimum visibility to your company.*

EXHIBITOR TECHNICAL GUIDE

An exhaustive technical exhibition guide including pricing will be sent by Europa Organisation in April 2023.

Innovations forum & symposium

Forum and symposium organised by the partners of the 10th ECHE are devoted to the presentation of study results, scientific information or promotion of your servicies and products.

Themes and speakers must be submitted to the scientific and organisation committees before January 15th 2023.

SYMPOSIUM - 1 hour

5 500 € VAT Excl.*

Symposium has no concurrent sessions (only one per timeslot at the end of the conferences in the evening)

This partnership includes:

- A 220 seats room equipped with computers, video projector, and 2 hostesses equipped with badge readers.
- -The mention of the Symposium on the website and in the final programme
- -The publication of the symposium's abstract in the proceedings (500 printed documents)

PS: Communication's reservation is subject to the rental of a booth (minimum 6sqm)

FORUMS – 40 minutes in a 120 people capacity room

2 800 € VAT Excl.*

2 innovations forums will take place per time slot (thursday and friday)

This partnership includes:

- A 120 seats room room (equipped with computer, video projector, one hostess equipped with badge readers.
- -The mention of the forum on the website and in the final programme
- -The publication of the forum's abstract in the proceedings (500 printed documents)
- PS: Communication's reservation is subject to the rental of a booth (minimum 6sqm)

e-FORUMS - max 40 minutes

3 000 € VAT Excl.*

Exclusive and pre-recorded

This price include:

- Mention of your session and its summary on the website https://www.eche-paris2023.com/en
- Provision of contacts who participated (surname, first name, country, e-mail)

COMMUNICATION'S RECORDING

2 500 € VAT Excl.

On simple request, we organize the A/V record of your forum or symposium

This price include:

- -Technical means of capture (1 robot camera), projection HD, customization of the graphic background in HD and recording on USB key (without mounting point)
- Streaming options: ablity to do a stream that allows your prospects or collaborators to follow the live retransmission of your communication on your own site, or on a dedicated website.

IMPORTANT

In order for the content of your forum/symposium to be included in the proceedings published in 500 copies and the final program, an abstract (8 lines max.) and an article (8 pages max.) **must be provided before March 31, 2023.**

* These rates do not include your speakers fees (catering, registration, transportation, accommodation)

Advertisement

To promote the conference and to support the organisation, different document will be released to attendees. We suggest you to enhance your image by booking advertising pages there.

Advertisement on the preliminary programme				
This document will be sent to 8000 contacts in November 2022.				
Back cover page (full colour page)	850 € VAT Excl.		2 nd cover page (full colour page)	850 € VAT Excl.
3 rd cover page (full colour page)	650 € VAT Excl.		Inside page (full colour page)	500 € VAT Excl.

Advertisement on the final programme					
500 documents will be printed and provided to all attendees					
Back cover page (full colour page)	850 € VAT Excl.		Inside page (full colour page)	500 € VAT I	Excl.
3 rd cover page (full colour page)	750 € VAT Excl.		½ Inside page (full colour page)	300 € VAT I	Excl.
2 nd cover page (full colour page)	850 € VAT Excl.				

Advertisement on the proceedings					
500 documents will be printed and provided to all attendees					
Back cover page (full colour page)	1100 € VAT Excl.		Inside page (full colour page)		700 € VAT Excl.
3 rd cover page (full colour page)	900 € VAT Excl.		½ Inside page (full colour page)		550 € VAT Excl.
2 nd cover page (full colour page)	1100 € VAT Excl.				

BAGS INSERTION		
You have the possibility to promote your company and your products by inserting your advertisement in the	DVD or Keys USB	1 000 € VAT Excl.
conference bags. 300 documents (approx quantity to be confirmed) must be supplied by your company (one A4 or	Letter page on A4 sheet front and back	850 € VAT Excl.
A5 size). Further information will be provided by the sales administrator team.	Other	ON REQUEST

CONFERENCE BAGS (exclusivity)

ON DEMAND

(PROVIDED BY THE ORGANISER OR THE PARTNER)

Conference bags with sponsor and event logos are distributed to all conference attendees upon arrival onsite. This sponsorship provides an excellent opportunity for brand/name recognition during the three days of the conference and each time they are reused throughout the year. Your logo on the congress bag and one insert included in the partnership.

PENS & NOTEPAD (exclusivity)

(PROVIDED BY THE ORGANISER OR THE PARTNER)

Your pens and notepads will be directly added into the delegate bags.

ATTENDEE LANYARDS (exclusivity)

3 500 € VAT Excl.

ON DEMAND

Your logo (in 2 colors) will be printed in a highly visible way on the badge-holding lanyards, worn all throughout the conference.

COFFEE BREAKS (exclusivity)

800 € VAT Excl. each coffee break

Your logo will be placed on the buffet "this coffee break is proposed by..."

Other Sponsorship Opportunities

Digital Sponsorship

SMARTPHONE APPLICATION

Smartphone application to be used by attendees to search meeting information on their mobile device (news, program, maps, exhibition map, exhibitor list, information, etc). The application will be available for all smartphone devices.

- Company logo or products will be displayed on the opening screen of the application (3 seconds)
- Banners with company logo or products will be viewable on top of every pages of the application
- Promotional information inserted is placed on every signage or printed matter regarding the APP and its QR code
- -Your banner on the newsletter anouncing the opening of the App. ECHE 2023 downloading

5 500 € VAT Excl.

EMAILING

Reach out to the pre-registered participants of the Conference, before and during the ECHE Congress to inform them of your presence and keep in touch after the event, to prolong the learning experience.

- Content chosen by the partner by the partner
- Provision of datas regarding opening vues and clics with statistics

1 500 € VAT Excl.

Per emailing

NEWSLETTER'S BANNER

Insert of a advert. banner at the top of the newsletters send to 8 400 email addresses.

- Content of the choice provided by the partner like link, GIF, text (to be define)
- Provision of datas regarding opening vues and clics with statistics

1 200 € VAT Excl.

- Exclusivity: 1 newsletter
- = 1 banner = 1 partner

BANNER ON OFFICIAL WEBSITE

Insert of an advertising banner on the official website www.ECHE-PARIS2023.com during 8 weeks.

- Content of the choice provided by the partner like link, animated GIF, text (to be define)

1 500 € VAT Excl.

Per banner (limited to 4 partners)

MULTI LANGUAGE TRANSLATION

Some lectures will be delivered in different languages. Interpretation into English and French will be offered to attendees and we offer you the opportunity to generously support it.

- Your logo will appear on the video screen of the room (except sponsorised sessions)
- You will be mentioned as a generous partner at the entrance room
- One mention of your support into the final programme

1 000 € VAT Excl. per day

(limited to 4 partners)

PROCEEDING TRANSLATION

This partnership includes:

-The special mention of your partnership in the proceedings (English & French)

1 500 € VAT Excl.

(limited to 4 partners)

ECHE 2023 OFFICIAL DINNER - transports - location and animation

- Your logo and your partnership will be mentioned in the final programme
- Your logo and your partnership will be mentioned on the invitation for the dinner
- 10 free invitations
- Possibility to bring your own kakemono at the entrance of the dinner

10 000 € VAT Excl.

ECHE 2023 OFFICIAL DINNER - Registration

150 € VAT Excl. per guest

MEETING ROOM

We offer you to receive suppliers, customers, prospective buyers in a convivial and private space located close to the exhibition hall. between 8:00 am and 6:00 pm. It includes tables and chairs.

12 people capacity 1 500 € VAT Excl. For the hole congress

Other Sponsorship Opportunities

Digital Sponsorship

VIDEO PROMOTION

For the first time, the Organizing Committee offers you to present a company promotion video of your products or services on the screens located in the exhibition hall.

800 € VAT Excl. 3/7 minutes 1 200 € VAT Excl.7/15 minutes

INTERNET AREA

Visible from all areas of the exhibition, the internet area is highly frequented by attendees wishing to access the web or simply consult during the Congress. The computers are connected to the congress official website.

2 500 € VAT Excl.

This partnership includes:

- Your logo on the computer screensavers
- Your company website on the home page
- Your name and logo on the internet area's signage

WIFI (exclusivity)

Wireless internet access will be provided to all conference attendee courtesy of the sponsoring company. Your company's logo and/or message will be the landing page for any attendee connecting through the web. Onsite signage will be positioned throughout the conference space and will feature your logo. Your partnership will also appear on the final programme.

2 000 € VAT Excl.

INVITATION AT THE EXHIBITION (visitor) - FREE INVITATIONS

You can invite your providers or privileged customers (excluding hospital engineers) to come and meet you on your stand. However, your guests should not be competitors of exhibiting companies, or work for them (including yours).

We settled up free invitations allowing access to the exhibition only, they don't provide acess to training sessions: rigorous control will be done at the entrance of the workshops rooms.

10 invitations
- for exhibitors between 9sqm and 18sqm

20 invitations
- for exhibitors up to 19sqm

WELCOME COCKTAIL (exclusivity)

The official opening cocktail will take place within the exhibit.

We offer you the possibility to co-financed the cocktail on Wednesday - June 14^{th} . This formula will be limited to 4 multi-sponsoring partners. Cocktail will be spread throughout the exhibition with supply points offered directly on your stand.

2 500 € VAT Excl.

- Mention of your partnership in the final programm and your logo near the welcome cocktail buffet.

WORKSHOP PASS

If you are interested by a workshop on the programme, you can buy a pass for you and your team. It gives access to 4 workshops of your choice out of the 8 scheduled (only for your staff).

150 € VAT Excl.

BADGE READER

You will be allowed to scan visitors badges on your booth. You will be able to insert notes, to personalize products data directly on your cell phone.

300 € VAT Excl.

Possibility to export an excel file diretly from your phone with all your visitors datas.

Sponsorship Packages

Beside the standard sponsorship opportunities you can find above, we offer packages providing sponsors with broad visibility before and during the Conference. Gold, Silver and Bronze packages are designed to highlight our premier sponsors.

GOLD 15 000 € VAT Excl.

Your company is mentioned as a «GOLD sponsor»:

- on the ECHE 2023 Website
- in the preliminary programme
- in the final programme
- on the conference screen
- acknowledgment panels to partners
- your logo with a hyperlink on the ECHE 2023 website
- insertion in the delegate bag (A4 or brochure)
- priority of choice on the exhibitor space
- a 18 sqm booth (unequipped or equipped) or Prestige (+ €1,800)
- a 40 minutes communication forum
- 8 invitations to the ECHE official dinner on thursday evening
- 2 badge readers to identify visitors on your booth and participation to your forum
- one e-mailing in order to promote your «forum», servicies or your products
- inside page (full colour page) in the final programm

SILVER 10 000 € VAT Excl.

Your company is mentioned as a «SILVER sponsor»:

- on the ECHE 2023 Website
- in the preliminary programme
- in the final programme
- acknowledgment panels to partners
- a 15 sqm booth (unequipped or equipped) or Prestige (+ €1,600)
- your logo with a hyperlink on the ECHE 2023 website
- insertion in the delegate bag (A4 format)
- 4 invitations to the ECHE official dinner on thursday afternoon
- 1 badge reader to identify visitors on your booth
- one e-mailing in order to promote your servicies or your products
- inside page (full colour page) in the preliminary programm

BRONZE 8 000 € VAT Excl.

Your company is mentioned as a «BRONZE sponsor»:

- on the ECHE 2023 Website
- in the preliminary programme
- in the final programme
- acknowledgment panels to partners
- a 12 sqm booth (unequipped or equipped) or Prestige (+ €1,400)
- your logo with a hyperlink on the ECHE 2023 website
- 2 invitations to the ECHE official dinner on thursday afternoon

RESERVATION

SPONSORSHIP CONTACT

EUROPA ORGANISATION - Mr Vincent GRIMALDI - Tel: 00 33 (0)6 52 05 67 71 - FRANCE

We remain at your disposal for any additional information.

Mr Grimaldi: vgrimaldi@europa-group.com - Pr. Stallivieri: ph.stallivieri@gmail.com

HOW TO BOOK?

1 Validation of the availability of the offers

Check availability with Vincent GRIMALDI <u>vgrimaldi@europa-group.com</u> Rule of attribution of services: first come, first served!

2 Reservation

The reservation will be effective upon receipt of your quotation signed.

The signature of the quotation implies the acceptance of the General Conditions of Sales at the end of the partnership file.

Finally, if you are using an accounting procedure with a purchase order number, you will must imperatively join this number on your quotation.

Without this number your partnership will not be validated.

3 Invoice

Once the quotation is signed and sent back, we will send you an invoice for the amount of 100% of the total price of the order.

4 Payment

The amount must be paid by bank transfer within 60 days from the date of the invoice.

In the event that the acceptance of the order takes place less than 3 months before the event, we will require a payment on receipt of the invoice.

Your contact:

Vincent GRIMALDI

Business Development Manager 19, allées Jean-Jaurès - 31015TOULOUSE Cedex 6 - FRANCE Tel: 00 33 (0) 5 34 45 26 32 - Cell phone: 00 33 (0)6 52 05 67 71

E-mail: vgrimaldi@europa-group.com

PARTNER GENERAL TERMS & CONDITIONS OF SALE

Ref 01M - Updated September 2021

1 DEFINITIONS

Europa: means the Europa Group.

Event: means the event organized by Europa Group on the Organizer's behalf as defined in the Partnership File and the Technical Guide.

Exhibitor: means a Partner which has subscribed for the rental of a space within the exhibition with or without a view to setting up a stand.

Hosting venue: means the lessor of the exhibition venue at which the Event is held.

Organizer: means the entity which owns the Event and which has subcontracted the organization thereof to Europa and has appointed Europa to market the Event to Partners.

Partnership File: means the file provided to the Partner by Europa that presents the Event and details of the offers and options the Partner may subscribe for.

Safety Regulations: means the safety regulations drawn up by the Hosting venue; the Safety Regulations are appended to the Technical Guide

Stand: means the physical or virtual exhibition space made available to the Partner, whether delivered bare or pre-equipped.

Technical Guide: means the document provided to the Partner by Europa that contains relevant practical information about the Event.

2 PREAMBLE

These General Terms & Conditions apply to any Partner (hereinafter, the "Partner") participating in an Event organized by Europa in the name and on behalf of the Organizer which has accepted the terms hereof

The purpose of these General Terms & Conditions is to define the terms under which Europa provides products and services to the Partner in the name and on behalf of the Organizer. They apply without restriction or exception to all purchases of products and services made by the Partner.

In the event of any deficiencies, these General Terms & Conditions shall be supplemented by the catchall provisions of the General Regulations for Commercial Events (RGMC/2015) (*Règlement Général des Manifestations Commerciales*) of UNIMEV, a professional body of which Europa is a member. To obtain these regulations, please contact: infos@unimev.fr - Tel: +33 (0)1 53 20 20 00

In accordance with article L 441-1 of the French Commercial Code, these General Terms & Conditions of Sale constitute the sole basis of the commercial relationship between the Parties.

3 CONTRACTUALIZATION

3.1 CONTRACTUAL FRAMEWORK

The Partner is informed that Europa is contracting with the Partner as the Organizer's agent and that, in all subsequent relations, Europa will act in the Organizer's name and on its behalf vis-à-vis the Partner.

3.2 ORDER FORM - QUOTE

3.2.1. In principle, the Partner's application to participate is made using the "Partnership Order Form" attached to the Partnership File (the "**Order Form**"), which the Partner must fill in, sign and return to Europa along with these accepted and signed General Terms & Conditions of Sale.

Unless the Purchase Order is rejected for a legitimate reason as specified below, Europa will formalize its acceptance by sending an order confirmation within 10 days after the Order Form is received.

Europa may only reject an Order Form for legitimate reasons (such as the existence of unpaid invoices, the Partner's failure to comply with its obligations during previous events, the Partner's refusal to accept the General Terms & Conditions of Sale, etc.).

- 3.2.2. At the Partner's request, Europa may also prepare a customized quote (the "Quote") for the Partner. In such a case, acceptance of the order will be materialized by Europa's receipt of the Quote countersigned by the Partner.
- 3.2.3. The partnership agreement is definitively formed as of the acceptance of the order (formalized, as the case may be, by Europa's transmittal of the order confirmation or by Europa's receipt of the Quote

countersigned by the Partner).

3.3 PARTNER'S WITHDRAWAL

3.3.1 The Partner acknowledges and accepts that its commitment is firm and final as from the acceptance of the order as defined in article 3.2 above. After such date, subject to the provisions of article 3.3.2 below, the Partner cannot cancel its order and any withdrawal on its part for whatever reason (including in the event of force majeure) will be without effect vis-à-vis Europa, which shall be entitled retain the amounts already paid by the Partner, and the balance of the price remaining due by the Partner shall become immediately payable.

3.3.2 If the Partner's order is subject to prior authorization pursuant to the French Public Health Code or equivalent national regulations, the Partner undertakes to carry out this process as soon as possible and to keep Europa immediately informed. If such authorization is denied, the Partner undertakes to send to Europa in writing the reasoned opinion of the competent authority upon receipt thereof. In this case, if the denial is motivated by a factor tied to the conditions of the Event or to Europa's offer, the Parties undertake to re-examine the order's elements together and to use their best efforts to submit to the relevant authority an amended authorization request within the required time frame. If despite this the authorization continues to be denied, the agreement will be terminated, and the amounts paid by the Partner shall be refunded.

3.4 WRONGFUL NON-PERFORMANCE BY THE ORGANIZER

The Organizer shall be liable for its faults in performing the agreement as provided for by generally applicable law, within the limits of the cap on liability provided for in article 20.

4 CONTROL OF THE EVENT

4.1 PRIOR REPRESENTATIONS AND ACKNOWLEDGEMENTS

Europa notes that the organization of any Event is a complex undertaking that Europa carries out while engaging in ongoing dialogue with the Organizer. Such organization requires Europa to coordinate a multitude of service providers and external participants; the actual holding of the Event under the initially agreed upon conditions depends on a series of conditions (which Europa does not control) to be met.

The Partner - which acknowledges that many circumstances are beyond the control of Europa and the Organizer and may lead Europa and the Organizer to have to modify, postpone or, in exceptional cases, cancel the Event - consequently accepts the specific terms provided for herein and in particular those set out in articles 4.2 and 4.3, which are determinative to the undertakings made by Europa and the Organizer.

The Partner recognizes in particular that the economic balance of the Event cannot be achieved if the partnerships entered into are not maintained, which constitute an essential element of the Event's financing. As a result, the Partner accepts the provisions stipulated hereafter and expressly acknowledges that the dates and place of the Event do not constitute determinative factors for it, provided that the Event allows it to achieve its promotion and visibility objective.

4.2 DETERMINATION AND MODIFICATION OF THE CONDITIONS OF THE EVENT

In view of the various constraints tied to the Event, Europa and the Organizer determine the place, date, duration, opening/closing hours and program of the Event.

The Partner acknowledges and agrees that Europa will be entitled to make the following changes to the Event, which shall be automatically binding on the Partner:

- 4.2.1 Subject to 15 days' advance notice being given (except in the case of a Force Majeure Event as described in article 4.3.1 that prevents such notice to be given):
 - rescheduling (i.e., bringing forward or postponement) that does not exceed 30 days of the Event's opening and closing dates. Beyond 30 days' rescheduling, the Parties agree to apply the rescheduling rules referred to in article 4.3.2 below.
 - change of location.
- 4.2.2. Without prior notice, including during the course of the Event:

- change to the Event program (provided that the program remains related to the Partner's activity).
- modification to the times at which the Event is open and closed to the public.

4.3 RESCHEDULING OR CANCELLATION OF THE EVENT DUE TO FORCE MAJEURE

4.3.1 Force majeure

The Parties agree that, in addition to the cases provided for by law or case law, a force majeure event exists within the meaning of these General Terms & Conditions if it is impossible for Europa to hold some or part of the Event on the date, at the place and/or under the essential terms agreed with the Organizer for reasons that are beyond Europa's control - regardless of whether such reasons were totally unforeseeable, such as: risks to the safety of the Event, administrative prohibition or closure, health crisis, risk of terrorism, restrictions on travel to the place of the Event, exceptional circumstances leading to a significant number of participants or key-contributors to cancel their participation, fire, flood, storm, destruction or unavailability of the premises in which the Event is to be held, strike, etc. (hereinafter a "Force Majeure Event"). The Parties expressly agree that the potential consequences of the Covid 19 epidemic may be considered as being a Force Majeure Event within the meaning of these General Terms & Conditions, notwithstanding their foreseeable nature.

4.3.2 Rescheduling

If the Event cannot be held within 30 days of the originally scheduled date due to a Force Majeure Event within the meaning of paragraph 4.3.1, Europa shall notify the Partner of the Event's cancellation as soon as possible (the "Cancellation Notice").

Europa and the Organizer may then decide to postpone the Event to a later date occurring within 13 months of the initially scheduled date. In such a case, the Partner's order will be automatically applied to this new Event, and the amounts paid by the Partner in this regard will be credited to its account and allocated to such new Event, unless the Partner uses such credit to pay for any other service the Partner may have otherwise ordered from Europa for the benefit of the same Organizer.

If within three (3) months of the Cancellation Notice Europa does not propose any rescheduling to occur within the aforementioned 13-month period, then the Event shall be definitively cancelled, and the Partner will be reimbursed as provided for in 4.3.3 below.

4.3.3 Definitive cancellation

If the Event is definitively cancelled due to a Force Majeure Event within the meaning of paragraph 4.3.1, the price stipulated in the Partner's order shall be due and must be paid to the extent of 50% of the amount of the order invoiced to the Partner under article 5 as a contribution to covering the external and internal costs already incurred by the Organizer for organizing the Event as of the date of the Cancellation Notice. However, the Organizer undertakes to use its best efforts to limit such internal and external expenses as much as possible so as to reduce the share paid by the Partner to the extent possible. Under no circumstances may the Organizer require payment of over 50% of the amount of the order, irrespective of the amount of the expenses incurred to organize the cancelled Event.

The Partner acknowledges that neither Europa nor the Organizer shall be liable if the Event is cancelled due to a Force Majeure Event within the meaning of these General Terms & Conditions.

5 FEES AND PAYMENT

5.1 FEES

The fees for participating in the Event and for the various options the Partner may subscribe for are described in the Partnership File and are determined by Europa and the Organizer.

5.2 PAYMENT TERMS

At the time the order is confirmed, Europa will send the Partner an invoice in the amount of 100% of the total price of the order.

The Partner undertakes to pay such amount within 60 days of the invoice issue date if the Event takes place within a period of more than 3 months as from the date the order is accepted, as defined in 3.2.3, or up front if the Event takes place within a period of less than 3 months as from the date the order is accepted.

If payment on the invoice is not received within the prescribed time limit, then, after sending a formal notice that has remained without effect, Europa may declare the termination of the partnership agreement. In such a case, Europa shall be entitled to seek payment of the price. As appropriate, Europa shall be entitled to dispose of the space (stand,

session, time-slot, advertising, etc.) reserved by the Partner as it sees fit.

In any case, in the event of a late payment and without any reminder being necessary, pursuant to article L.441-6 of the French Commercial Code, the Partner shall be liable to pay (i) late payment penalties at the European Central Bank rate plus ten (10) points, (ii) and a flat-rate indemnity of 40 euros for collection expenses. An additional indemnity may be demanded by Europa upon presentation of supporting documentation when the collection costs it has incurred exceed such amount.

5.3 VALUE ADDED TAX

Europa will invoice and collect on the Organizer's behalf. If the Organizer is not subject to VAT, invoices will be issued without VAT.

If the Organizer is subject to VAT, Europa complies with the provisions of Directives 2006/112/EC of 28/11/2006 and 2008/8/EC of 12/02/2008 on value added tax (hereinafter "VAT") to determine the VAT regime applicable to the services invoiced. French VAT may in some cases be applied to foreign partners in respect of services invoiced to them by Europa. In such a case, they will be responsible for requesting, either directly or through the intermediary of approved entities, reimbursement of the VAT in accordance with applicable regulations. In no case may Europa be asked to carry out these procedures.

6 ALLOCATION OF SPACES AND PARTNERSHIPS

Europa establishes the Event plan and determines: the locations of the Stands, the time slots of the sponsored sessions and the assignment of all the proposals contained in the Partnership File. The allocated Stands (surface area and location), the session time-slots and all the partnerships proposed in the file may be modified by Europa at any time until the Event opens. If the change made concerns the surface area granted, the Partner will be able to claim a pro rata price reduction.

7 FITTING OUT PLAN, TAKING POSSESSION AND STAND INSTALLATION

7.1 FITTING OUT PLAN

Europa ensures that the Event's general aesthetics, decoration and layout plan is coherent. In this regard, Europa examines all personal construction or installation plans (hangars, tents, advertising or decorative motifs, illuminated signs, etc.) and all special fittings (removal of partitions, floor shimming, etc.) that may be envisaged by the Partner

The Partner acknowledges and agrees that billboards or signs placed outside the Stands are prohibited in areas that are not reserved for such purpose and that banners are not permitted.

Upon receipt of the Technical Guide and in any event no later than one month before the start of the Event, the Partner shall submit to Europa a detailed plan of its proposal that complies with the construction guidelines set out in the Technical Guide, showing the planned facilities and/or fitting out so that any changes requested by Europa before the start of the Event can be made.

Europa disclaims all liability in the event the Partner is prohibited from opening its Stand due to (i) late transmittal of the detailed plan, (ii) the Partner's refusal to make the modifications required by Europa, or (iii) a rejection of the Stand by the security committee.

7.2 TAKING POSSESSION AND INSTALLATION

At the time the Partner takes possession of the Stand assigned to it, the Partner shall cause to be recorded (i) damage to the Stand made available to it and (ii) differences between the surface area of the Stand made available to it and the surface area included on the partnership order form accepted by Europa. These claims must be made to one of Europa's representatives present on the site; at the desk that will be maintained at the general office during the entire Event. Failing this, the Stand will be deemed to have been received (i) in perfect condition and (ii) in the amount of the reserved surface area.

The Partner shall ensure the installation of its Stand at its own expense and under its responsibility, including the routing and assembly of the equipment and materials to be installed there. Stand installation must not under any circumstances damage or modify the exhibition site's permanent installations and must not jeopardize the safety of other Exhibitors or visitors.

The schedule for the assembling and installing the Stands is provided in the Technical Guide that will be sent to the Partner before the start of the Event. The Partner must have completed installation by the dates and time limits set by Europa in the Technical Guide. After such deadline, no packaging, equipment or transport vehicle may access the Event site for any reason whatsoever, regardless of the consequences

for the Partner.

8 EXHIBITION REGULATIONS AND SECURITY

Throughout the Event (including during the assembly and dismantling phases), the Partner is required to comply with applicable legal and regulatory provisions, including health regulations, the Safety Regulations made available by the venue's Hosting venue, the Technical Guide provided by Europa and any safety measures taken by the public authorities and/or the Organizer and/or the Hosting venue.

The Partner is responsible for any sub-contractors it may call in during the Event.

It is specified to the Partner that the use of the Stands' walls, posts or floors as supports for mechanical forces is strictly forbidden and that the load per square meter must not exceed the values indicated in the Safety Regulations and/or in the Technical Guide.

The opening of the Stand is subject to authorization by the Event's security committee. The Partner or any person duly authorized to represent it must be present at its Stand during this committee's visit. The opening authorization for any Stand that does not comply with the above-mentioned rules may be refused. Similarly, at any time, the security committee may decide to close a Stand that does not meet the security requirements. Europa shall not be liable for such decisions.

In addition, any breach of safety rules (i) may lead to, by decision of Europa, the Partner's immediate, temporary or permanent exclusion without the Partner being able to claim reimbursement of amounts paid or any compensation, and (ii) will lead to the Partner's full and entire liability in the event of damage or disturbance to other Exhibitors or in the event of an accident.

9 OCCUPATION OF THE STAND

The Partner undertakes to occupy the Stand assigned to it in accordance with the installation dates defined in the Technical Guide.

A Partner which, for whatever reason, does not occupy its Stand on the day the Event opens or on the installation deadline set by Europa, shall be deemed to have renounced its right to display. Europa may freely dispose of the unoccupied Stand and assign it to another Exhibitor, and the Partner which did not take up the Stand shall not be able to claim any indemnity and/or reimbursement whatsoever or avoid payment of the full price.

The Stand must remain open and furnished throughout the duration of the Event and during all the Event's opening hours. Under no circumstances may the Partner empty its Stand before the Event closes absent Europa's express exceptional authorization.

The Partner must have sufficient competent reception staff to ensure an ongoing presence. Such staff must be perfectly courteous and abstain from any conduct that could inconvenience visitors or other Exhibitors. Europa reserves the right to request the immediate replacement of any person who does not comply with these requirements.

10 TRANSFER AND SUBLETTING OF THE STAND

The transfer or subletting (whether free of charge or against payment) of all or part of the Stand is prohibited.

However, with Europa's express written consent, several Exhibitors from the same or complementary professions may occupy a single Stand together. To do so, a request must be made by a main Exhibitor. The application for participation presented by such Exhibitor must accurately list each of the candidates for such group Stand, it being specified that the information requested in this form must be provided for each candidate. The Organizer reserves the right to accept or reject each of these candidates. The rejection of the application of one or more candidates will not allow the others to cancel the reservation for the group Stand. The main Exhibitor of such Stand will be, vis-à-vis the Organizer, personally and jointly liable with the secondary Exhibitor(s) for the payment of the various amounts due on any basis whatsoever to Europa or to any services or equipment provider presented by Europa. The same shall apply to compliance with all the obligations incumbent on the Exhibitors.

11 MAINTENANCE OF THE STAND

The Partner must ensure that the Stand made available to it is perfectly conserved and undertakes that it will not damage in any way whatsoever, the walls, floors or ceilings or any equipment provided by Europa.

The Stands must be kept perfectly clean and organized at all times. The Partner must have its Stand cleaned every morning before the Event opens. No packaging and/or container may be stored in or around the Stand. The Partner shall not leave displayed objects and/or

materials covered during the Event's opening hours.

12 STAND ACTIVITY

12.1 ADVERTISING AND COMMUNICATION WITH THE PUBLIC

Any advertising carried out by the Partner must comply with applicable regulations. Advertising may only be carried out inside the Stand and provided that it does not cause any inconvenience. Any advertising that is called out or made with the assistance of a sound device, or by mimes, clowns or other types of attractions, is expressly prohibited.

The delivery of small objects and/or leaflets free of charge is permitted so long as such objects and/or leaflets are not inconsistent with the Event's image, they are distributed from inside the Partner's Stand and they do not cause any inconvenience. The distribution of advertising balloons is prohibited.

The projection of films or slides, the use of sound amplifiers, the installation of a sound system within the Stand, and the use of computer monitors and television screens are authorized so long as they do not encroach past the Stand's boundaries and do not cause any inconvenience. Europa reserves the right to intervene in the event of an established inconvenience. Only quizzes on content related to the Event can be organized at the Stand with Europa's prior authorization. Only occasional receptions are authorized, provided that there is no overflow onto neighboring Stands or in the aisles and only during the Event's opening hours.

12.2 EXHIBITION AND DEMONSTRATION

The Partner undertakes to present only products, services or equipment that comply with applicable regulations. Explosive materials and, in general, all dangerous or harmful products are not allowed.

All devices and machines on display must be equipped with a safety device, and in particular those whose moving parts may be left unattended by the Partner, even if the barrier provided for by the Safety Regulations has been set up. Devices whose installation or operation may cause an inconvenience or be a source of danger to other Exhibitors or visitors are prohibited.

12.3 CASH AND CARRY SALES

The Partner acknowledges and accepts that cash and carry sales are strictly prohibited at the Event. However, the Partner is authorized to take orders at its Stand.

13 RELEASING THE SITES

The emptying of Stands, the removal of goods, special decorations and any waste and the restoration of the Stand will be carried out at the Partner's expense and under its responsibility, within the time periods and according to the terms set out in the Technical Guide. If the Partner has not acted within the prescribed time limit, at the Partner's expense, Europa may have the materials remaining in place removed and have the granted space restored.

The Partner or one of its duly authorized representatives must be present at the Stand when dismantling commences and up until the Stand is completely emptied, notably to prevent risks of loss and theft. The mandatory insurance will not cover any losses or theft if this obligation is not complied with.

14 COMMUNICATION OPTIONS

The Partner can subscribe for several communication options allowing it to reinforce and optimize its visibility during the Event. The characteristics of and prices for these options are set out in the Partnership File provided to the Partner.

The subscription request for additional communication options shall be made using the Order Form or the Quote drawn up by Europa, under the conditions of article 3 of these General Terms & Conditions.

14.1 PUBLICATION OF CONTENT

The Partner's content that is intended for publication (logo, company name, trademark, press release, internet links, advertising, etc.) must be sent by the Partner on the dates and in the format to be communicated in due time by Europa, in order to allow printing, uploading and any corrections within the proscribed deadlines. Europa reserves the right not to perform an option subscription of a Partner who does not comply exactly with these requirements. The Partner risks losing the price paid if it fails to send its content.

The Partner's content is published, distributed, and put online under the Partner's sole responsibility. The Partner represents that it has all the necessary rights for such purpose. The Partner undertakes to guarantee and indemnify Europa against any harmful consequences and for any expenses it will have had to incur to defend itself against

any third-party claim and/or action. Europa reserves the right to not publish any content that it deems to involve a risk of its liability. In such a case, and provided that the Partner has complied with all the content transmittal and approval deadlines, the cost of the ordered service shall be refunded to the Partner, and the Partner shall not be able to claim any other compensation.

Although Europa commits to use its best efforts to avoid any factual errors or technical failure during the publication/putting online/insertion/delivery of the content, the Partner recognizes that Europa is only bound to a best efforts obligation (obligation de moyens) and that Europa's liability in any case shall be limited to the price paid by the Partner for the selected communication option.

Insertion orders may be sent by the Partner's advertising agency. Pursuant to French law dated January 29, 1993 known as the *Loi Sapin*, the advertising agency will have to possess a mandate from the Partner and prove this capacity to Europa. Europa shall send the invoice directly to the Partner, with copy to the advertising agency. The Partner will be responsible for paying its agency, as, by law, Europa cannot pay any remuneration to the advertising agency.

14.2 SESSION ORGANIZED BY THE PARTNER

14.2.1 Partner's role

If the option selected by the Partner includes a communication session (hereafter, a "Session") organized by the Partner with Europa's support, the Partner shall develop the program for such Session under its sole responsibility.

As such, the Partner will determine the speech subjects, select the speakers, and draw up the speech program. The Partner shall send the draft program it has drawn up to Europa and the Organizer on the dates and in the format to be communicated in due course. Europa and the Organizer may reject it or request certain modifications if the program is unsuitable in relation to (i) the Event's objectives, or (ii) the economic and/or technical imperatives of the Sessions organized within the framework of this Event.

The Partner is solely responsible for managing relations with the speakers it has selected, in accordance with applicable regulations. The Partner is responsible for paying their registration fees, expenses (travel and accommodation costs) and for the payment of their fees (as the case may be) in accordance with applicable regulations. In this regard, the Partner acknowledges that it is responsible for entering into a written agreement that complies with applicable regulations with each speaker who is a healthcare professional and, if necessary, submitting such agreement to the competent professional authorities. The Partner shall ensure that speakers who are healthcare professionals comply with the applicable regulations in all circumstances and, in particular, the obligation of transparency imposed on them. The Partner acknowledges that, for its part, Europa wishes to enter into an agreement with each Session speaker pursuant to which the speaker authorizes Europa to exploit the rights over his/her speeches in various forms (online in text and video format, in particular). The Partner will so inform the speakers who are scheduled to speak during the Session and will assist Europa such that all the speakers enter into the aforementioned agreement. The text of the agreement is available from Europa on simple request.

14.2.2 Organizer's role

Europa shall ensure on behalf of the Organizer the technical and material organization of the Session under conditions that comply with the Purchase Order or the Quote signed by the Partner and shall use its best efforts to maintain in this respect quality that is consistent with the standard of the Event.

In this regard, it provides the following services in particular: it sets the date and time of the Session, taking into account as much as possible the Partner's preferences; it assigns for the conduct of the Session a room of sufficient size and configuration and equipped with the necessary equipment (furniture, audio/video equipment); it purchases the insurance policies necessary in the framework of the organization of the Session; it undertakes to present a certificate to the Partner upon the Partner's simple request; it promotes the Session in the documentation relating to the Event consistent with customary practice; it negotiates and enters into the service contracts necessary for the proper technical and material organization of the Session, other than with respect to specific requests from the Partner, which are the subject of additional purchase orders. It proceeds with the payment of service providers and is responsible for any of their claims, if any.

14.2.3 Responsibilities

The Partner will be fully responsible for the program's content and the speeches given during the Session. It undertakes to guarantee both

Europa and the Organizer against any claim by a third party to which it may be subject in this regard.

The Partner is responsible for managing its relationships with the speakers in accordance with applicable regulations and to ensure that the speakers comply with applicable regulations. The Partner therefore undertakes to guarantee Europa against any claim to which it may be subject in this regard.

The Partner is responsible for informing Europa of any regulations to which it is subject as a result of its activity and that may have an impact on the organization of the Session. The Partner undertakes to comply with such regulations and guarantees Europa against any claim to which it may be subject due to non-compliance with such regulations.

The parties undertake to comply with regulations (in particular health and safety regulations) in force that may concern the organization of the Session.

In the event of a default in the context of the technical and material organization of the Session for the services it is coordinating, Europa shall be liable only for direct damages (dommages directs) that may result from breaches of its obligations that are duly proven and attributable to it, to the exclusion of any indirect losses of any kind. As an exception to article 20 below, its liability to the Partner shall in any event be limited to 20% of the amount of the price paid for the Session.

15 EQUIPMENT RENTAL DURING THE CONVENTION

The Partner undertakes to use the rented equipment in accordance with its customary use and to do nothing nor allow anything to be done that damages such equipment. The Partner shall be responsible for any damage commencing upon delivery and throughout the time such equipment is made available. Damaged or non-returned equipment shall be invoiced to the Partner at its replacement value.

16 ACCESS TO THE EVENT

All persons present on the Event site must wear a name badge. Any person unable to produce their badge may be expelled from the Event. When the Event includes a virtual part, connection to it is reserved for persons duly registered with Europa.

Details about the access policy and the procedures for issuing badges and connections, whether free or paying, are provided in the Partnership File and/or in the Technical Guide sent to the Partner several weeks before the start of the Event.

17 FAILURE TO COMPLY WITH THE RULES APPLICABLE TO THE EVENT

Any breach of the provisions of these General Terms & Conditions and/or the specifications of the Technical Guide and/or the provisions of the Safety Regulations may result in the offending Partner's Stand being closed immediately and the termination of the partnership agreement

This applies in particular to lack of insurance (art. 18), violation of the rules governing the safety, fitting out and installation of the Stand (arts. 7 and 8), failure to comply with the rules governing the occupation of the Stand, subletting, transfer and maintenance of the Stand (arts. 9, 10 and 11) and failure to comply with the rules governing the Stand's activity (art. 12).

In such a situation, the price paid by the Partner shall remain the property of Europa, without prejudice to any compensation due as damages.

In addition, any item (signs, banners, etc.) affixed in violation of these General Terms & Conditions, the Technical Guide or the Safety Regulations, may be removed by Europa at the Partner's expense, risk and peril, without any prior notice being necessary.

18 INSURANCE

Under applicable regulations, at the time Exhibitors send their Order Form or sign the Quote, they are required to purchase comprehensive insurance cover (assurance "tous risques") and civil liability insurance cover from the insurers under the group policy established for the account of Exhibitors and approved by Europa.

The mandatory insurance premium provides covers, up to a value limit which the Partner may increase by paying an additional premium:

- 1. Displayed goods, Stand fittings and installations.
- 2. The Partner's civil liability towards third parties.

In the same way that Europa waives any recourse against Exhibitors and their agents (except in the case of malice), any Partner, by the mere fact of its participation in the Event, also waives any recourse against Europa. The special terms of the conditions of the insurance contract are made available to Exhibitors.

Europa represents that it has taken out an insurance policy covering its professional civil and contractual liability in connection with the Event. Europa undertakes to maintain such policy in force for the necessary time and to present a copy of the insurance certificate upon the Partner's simple request.

19 PERSONAL DATA

Each Party shall be responsible for the processing of personal data, for which it shall determine the purposes and means of processing. Each Party undertakes to comply with the obligations relating to its processing, and in particular those defined in French law no. 78-17 of January 6, 1978 (the "Informatique et Libertés" law), as amended, and European Regulation (EU) 2016/679 of April 27, 2016 applicable as of May 25, 2018 (GDPR).

Europa has a Personal Data Protection Policy, the characteristics of which are explained in the document entitled "Privacy Policy" available at https://www.europa-group.com/en/privacy-policy.

20 LIMITATION OF LIABILITY

Europa's liability is limited to direct damages (dommages directs) that may result from breaches of its obligations that are duly proven and that are attributable to it, to the exclusion of any indirect loss (préjudice indirect) of any nature whatsoever.

In any case, Europa's liability to the Partner within the framework of the organization of the Event is strictly limited to the total amount of the Partner's order, except in the case of gross or intentional misconduct. In addition, if the Partner receives an indemnity under the insurance that must be subscribed in accordance with article 18, such indemnity shall reduce any amount due by Europa to the Partner to the extent of such indemnity.

21 INTELLECTUAL PROPERTY

The Partner is and remains the sole owner of its corporate name, trademarks and logos, its domain name and the displayed products and equipment displayed.

As the Event is organized by Europa in a spirit of partnership, the Partner grants Europa a right to reproduce and/or represent its identifying elements (name, corporate name, logos and trademarks in particular), as well as all the products and equipment displayed during the Event. This right is strictly limited to what is necessary or useful for the organization, holding and promotion of the Event and its aftereffects, namely in particular the reproduction and representation of the identifying elements referred to above on all visuals and media relating to the Event (catalog, Event website, maps and visuals given to visitors, etc.) and exclusively in the form furnished by the Partner.

The Partner shall not use in its documentation, whatever the nature or media, the Event's trademark, logo or visual identity unless it has received Europa's prior authorization.

22 COMPLIANCE WITH REGULATIONS TRANSPARENCY

The Parties undertake to comply with laws and regulations and with the ethical principles applicable to their respective activities, as applicable, and represent that they meet all the conditions and possess all the authorizations necessary within the framework of the partnership.

In particular, they undertake to comply with the following regulations.

22.1 ANTI-CORRUPTION

The Parties undertake to act in accordance with anti-corruption laws (in particular, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and the French "Sapin" laws).

The Parties undertake that they will not make any business gifts and, more generally, not provide any free services to any of the other Party's employees.

22.2 RELATIONSHIPS WITH HEALTHCARE PROFESSIONALS - TRANSPARENCY

The Parties undertake to strictly comply with the regulations applicable to relations with the medical and healthcare professions and to pharmaceutical product and medical device advertising, in particular when organizing the Sessions (see article 13.2 above).

The Parties undertake to comply with any transparency, publication or reporting obligations incumbent upon them under public health regulations. Each Party undertakes to provide the other Party with all information necessary for it to fulfil these obligations.

22.3 LABOR LAW

The Parties undertake to comply with all their labor law obligations. Europa certifies that the services provided to the Partner will be performed by employees who are employed lawfully in accordance with

the applicable labor laws. In particular, Europa declares that it is in compliance with the provisions of the French Labor Code applicable to and concerning the prohibition of undisclosed work and the employment of foreigners without a work permit.

23 CONFIDENTIALITY

The Parties guarantee the strictest confidentiality concerning information, data, databases, materials, samples transmitted by one Party to the other and are marked as confidential. The Parties undertake, throughout the duration of the partnership and for a period of five (5) years after it expires, to use these elements only within the framework of the partnership and within the limits agreed upon by the Parties

24 APPLICABLE LAW AND JURISDICTION

French law applies to these General Terms & Conditions and to the orders placed under these General Terms & Conditions. In the event of any dispute relating to a partnership, the Parties expressly agree that the courts of Toulouse shall have exclusive jurisdiction, even in the case of multiple defendants.

ENGLISH VERSION

This document is the translation of the French official document. It has no legal value.

FINANCIAL UNDERWRITERS & PUBLIC LIABILITY INSURANCE PROFESSIONAL INSURERS IN ACCORDANCE WITH ARTICLES L530.1 & L530.2 OF THE FRENCH CODE DES ASSURANCES. ORIAS NO: ORIAS WEB SITE WWW.ORIAS.FR

TRADE FAIR & TRADE SHOW POLICY INFORMATION FOR EXHIBITORS

Insurance policy taken out by the EUROPA ORGANISATION on behalf of exhibitors

Policy holder: EUROPA ORGANISATION, 19 allées Jean Jaures, 31000 TOULOUSE, France For further details on this policy, please contact:

Mr G de Malefette, e-mail: gillesdemalefette@gmail.com, tel. +33 (0)6 81 26 26 50

Insurance cover is hereby provided for the periods below:

- Damages to equipment, articles and/or merchandise: Cover starts on June 13th, 2023 at 8.00 am and ends on June 16th, 2023 at 6.00 pm
- Public liability: Cover starts on June 13th, 2023 at 8.00 am and ends on June 16th, 2023 at 6.00 pm

IMPORTANT: OBLIGATORY CONDITION

The exhibitor's property must remain under their own observation at all times, including during assembly and disassembly work.

COVER AND EXCESS VALUES

COVER AND EXCESS VALUES					
COVER	INSURED VALUE PER STAND	EXCESS PER CLAIM AND PER EXHIBITOR			
DAMAGES TO EXHIBITORS' EQUIPMENT, ARTICLES AND/OR MERCHANDISE					
Full first risk cover, per exhibitor	3,050€	150€			
NATURAL DISASTERS	As per the benefits shown for the other forms of cover	Current statutory excess and at least that of the damages excess			
EXHIBITORS' PUBLIC LIABILITY (outside USA/Canada)	For all exhibitors				
All physical injuries, property damage and consequential losses, per event	5,000,000€	Nil			
Including:					
- Food poisoning, per event	800,000€	Nil			
- Gross negligence: accidents at work and work-related illnesses, all injuries combined, per event, for a maximum per claim of	800,000€ 500,000€	Nil Nil			
- Environmental damage, all physical injuries, property damage and consequential losses combined, per event	50,000€	1,500€			
- Property damage and consequential losses, per event	800,000€	750€			
- with non-consecutive moral prejudice, per event	75,000€	450€			
- with damages to entrusted property, per event LEGAL ASSISTANCE	30 000€	450€			
- Insurer's maximum commitment, per event	15,000€				
- For litigation costs in excess of	1,500€				

The insurer's maximum commitment for property damage is limited to 500,000€ unless contractually stated otherwise.

- To qualify for Theft cover, the permanent presence of the insured exhibitor or their agents on the stand is obligatory during assembly and disassembly work.
- As a partial waiver of the DAMAGES cover exclusion clause, plasma and/or LCD screens are hereby covered. To qualify for Theft cover, however, plasma and/or LCD screens, and any computers, must be securely attached to the stand by cables or protected by some anti-theft system throughout the period of the event.

SPECIAL CONDITIONS

I. TERMS USED IN THIS POLICY

Wherever some definition applies only to one form of cover, this cover is shown in *italics* between (*parentheses*) next to the term being defined, e.g., (*PL*) for Public Liability cover.

Accident (PL): Any incident arising suddenly, without warning and independently of the insured's wishes. For Environmental Damage cover, the occurrence of the damage must also be associated with the causal event and unforeseen by the insured.

Insured: The exhibitors at the event, duly signed in

Environmental damage (PL):

- The emission, leakage, disposal or deposit of any substance, whether solid, liquid or gas, released into the air, soil or waters.
- The production of odours, noises, vibrations, temperature changes, radio frequencies, EM propagations or radiation in excess of ordinarily approved local values.

Other person (*PL*): Any entity other than the Insured. The following are NOT considered to be Other persons:

- Any representatives of the insured Company in the exercise of their duties.
- The life partner, parents or children of the Insured or their life partner, where the damages have been caused by the Insured.
- The agents of the Insured in the exercise of their duties for any injury that, under French legislation, must be covered by the Social Security service or for those not covered under Book IV of the French Code de Securité Sociale, but who may yet seek compensation in cases of gross negligence by their employer.

Volunteers (*PL*): Any individual freely providing their support for the purposes of organising and/or conducting an event.

Entrusted property (*PL*): Any item of personal property belonging to an Other person and entrusted to the Insured and/or used by the Insured or another person and/or exhibited by the

Insured or another person as part of the event.

Property provided – Temporary rental liability

- (PL):Real estate rented or occupied by the Insured inasmuch as the buildings are to be used for the conduct of the event.
- Personal property for which the Insured may be responsible insofar as it has been leased or entrusted jointly with the real estate made available for the conduct of the event.

End of cover: The effective date of the policy's termination, cancellation, expiry or suspension.

Code: the French *Code des Assurances* insurance codex

Premium: The sum to be paid by Policyholder in exchange for our insurance cover.

Work/services achievement date (*PL*): The date on which the Insured is observed to have fulfilled some 'duty to achieve' incumbent upon them. The fulfilment date may be different to the work acceptance date.

Delivery date (PL): The date on which the

Insured is observed to have fulfilled some 'duty to deliver' incumbent upon them or the effective date of the provision of some item whereby the delivery takes it beyond the insured's power, management, control or use.

Lapse: The loss of the right to insurance cover for the claim in question.

Loss (PL):

<u>Physical injury</u>: Any harm resulting directly from some physical injury suffered by an individual.

<u>Property damage</u>: Any damage, destruction or disappearance due to theft of some item, or any physical injury to an animal.

- <u>Consequential loss</u> CL: Any financial loss resulting from the inability to exercise a right, the interruption of some service being provided by an individual or item or some loss of income arising directly from the occurrence of some 'physical injury' or 'property damage' covered by the policy.
- Non-consecutive loss NCL: Any financial loss resulting from the inability to exercise a right, the interruption of some service being provided by an individual or item or some loss of income arising in the absence of any 'physical injury' or 'property damage'.

NCL also refers to consequential losses following on from some property damage affecting any work carried out but not covered by the policy.

Environmental damage (*PL*): Any damage mentioned in the European Parliament and Council Directive 2004/35/CE, i.e., serious or measurable adverse change in a natural resource and/or a natural resource service that it fulfils as constituted by damages affecting:

- Land: any contamination of the soil likely to cause a significant risk to human health.
- Water: Any damages having, or likely to have, a serious negative effect on the ecological, chemical or quantitative status of the water concerned.
- Protected species and natural habitats: Any damage seriously affecting the existence or maintenance of a favourable conservation status for these species or habitats.

Instalment date: The date under the policy on which the Policyholder must pay the premium. **Clothing effects**: Clothing, items of dress,

spectacles, leatherwear, motorcycle helmets.

Cash and valuables (Damages): Moneys, bank

notes, cheques, diners' cheques, stamps of any kind and credit card receipts.

Exhibitors (Damages): see 'Insured'.

Exhibitors (*PL*): In accordance with the provisions of Articles 1, 3 and 4 of the Order dated 12 June 2006 concerning the prior declaration of commercial events:

- <u>Principal exhibitor</u>: An individual or legal entity who has a direct contract with the organiser of some commercial event and who displays on their stand their own goods or services using their own staff.
- <u>Co-exhibitor</u>: An individual or legal entity that, within an exhibition area used by several exhibitors, occupies their own space under their own logo and who displays their own goods or services using their own staff.
- External exhibitor: An exhibitor from a EU member state or a 3rd party country whose contract with the organiser shows an address within that state or country or, failing that, who has supplied the organiser with an affidavit as to their nationality.

Harmful event (*PL*): The event that gives rise to the damage or injury.

Excess: That part of the indemnified damages that must always be paid by the Insured and only beyond which our cover comes into effect.

Cover per exhibition: Our maximum commitment for the coverage of claims arising during the period between the cover start date

and its end date.

Compensation: The sum due to the Insured under some claim covered by this present policy. We = the Insurers: ALBINGIA, on its own behalf. Full first risk (Damages): Cover is provided up to the sum shown in the 'Cover and Excess Values' table, overriding the proportional benefits rule shown at Article 7.

Policyholder: The individual or legal entity who requests and signs the policy and who undertakes to pay the premium under it. Any entity deputising for them, legally or with the agreement of all parties, shall also be considered as the Policyholder.

Time-bar: A period, at the end of which some activity can no longer be exercised.

Claim: All the harmful consequences of one single event likely to invoke our insurance cover. Claim (*PL*): Any injury or damages caused to some third party incurring the Insured's liability, resulting from some harmful event and giving rise to one or more claims for damages. Insurance cover is to be initiated by: any claim for damages, in or out of Court, made by the victim of a harmful event, or their claimants, and addressed to the Insured or the Insurers.

It is hereby agreed that:

- All harmful events having the same specific cause are to be grouped under one single harmful event.
- All the damages that may be imputed to the same harmful event are to constitute a single insurance claim, even if the claims for damages are spread over time, and the date of the insurance claim shall be that of the first claim for damage by some Other person.

Sub-contractor (*PL*): Any individual or business that agrees, on behalf of the Insured as their client, to carry out all or some of some business contract or public tender work for which our Insured is the sole contractor.

Substitution: The transfer in our favour of the Insured's right to legal remedy against a liable third party.

Suspension: The withdrawal of cover benefits even though the policy has not been terminated or cancelled. The period is to end with the renewal of cover or the termination of the policy. **Jobber** (*PL*): A professional service provider who carries out specialist work entrusted by the Insured and who works under the authority, orders and instructions of the Insured.

Computer virus: Code or instructions unlawfully introduced into a computer system, regardless of the propagation means or the likelihood of its disturbing the system's operation or any data-processing hardware.

 DAMAGES TO EXHIBITORS' EQUIPMENT, ARTICLES AND/OR MERCHANDISE

2.1. PURPOSE OF THE COVER

We provide cover for the Insured's equipment, articles and/or merchandise up to the limits shown in the 'Cover and Excess values' table against risks arising from theft, loss, fire, explosion, water damage and other accidental damage (including natural disasters, bombings, acts of terrorism or sabotage).

This cover is provided within the perimeter of the exhibition.

2.2. EXCLUSIONS TO THE DAMAGES COVER

THE FOLLOWING ARE SPECIFICALLY EXCLUDED:

- TRANSPORTATION
- LOADING AND UNLOADING WORK
- ANY MOVEMENT OF THE INSURED EQUIPMENT, ARTICLES AND/OR MERCHANDISE WITHIN THE EXHIBITION PERIMETER WHERE THIS IS UNDERTAKEN

OUTSIDE THE BUILDINGS OR STRUCTURES INTENDED TO HOUSE THE EXHIBITION AND ITS VISITORS

- THEFTS FROM VEHICLES PARKED WITHIN THE PERIMETER OF THE EXHIBITION (UNLESS DURING LOADING/UNLOADING WHERE TRANSPORTATION COVER HAS BEEN TAKEN OUT)
- THEFTS, DURING THE OPENING HOURS OF THE EXHIBITION (FOR THE PUBLIC OR EXHIBITORS), FROM ANY STAND LEFT UNATTENDED BY THE INSURED OR THEIR AGENTS
- DAMAGES DUE TO BAD WEATHER WHERE THE INSURED EQUIPMENT, ARTICLES AND/OR MERCHANDISE HAS BEEN LEFT OUTSIDE A PLACE BUILT AND COVERED IN SOLID MATERIAL (DAMAGES DUE TO STORMS, HOWEVER, REMAIN COVERED)
- CASH AND VALUABLES
- MERCHANDISE, FOODSTUFFS AND BEVERAGES INTENDED FOR FREE TASTING SESSIONS OR DISTRIBUTION
- VEGETABLES (UNLESS PUT OUT AS MERCHANDISE, WHICH IS COVERED EXCEPT FOR WILTING)
- CLOTHING EFFECTS AND PERSONAL ITEMS
- LIVE ANIMALS
- JEWELLERY, GOLD, PLATINUM, GILDED SILVER, SILVER, PRECIOUS STONES AND PEARLS (MOUNTED OR OTHERWISE) AND WATCHES WITH A UNIT PURCHASE VALUE IN EXCESS OF 150€ BEFORE VAT
- Furs
- BROKEN GLASS, CRYSTAL, PORCELAIN, POTTERY, EARTHENWARE OR PLASTER ITEMS UNLESS THE BREAKAGE WAS CAUSED BY FIRE, EXPLOSION OR THEFT
- PLASMA AND/OR LCD SCREENS
- SCRATCHES, FLAKING, CIGARETTE, ETC. BURNS, GRAFFITI, TAGS, CRUMPLING OR STAINS OF ANY KIND
- OUTSIDE OF MAINLAND FRANCE, ANY DAMAGES, LOSSES, COSTS OR EXPENSES CAUSED DIRECTLY OR INDIRECTLY BY:
- BOMBINGS OR ACTS OF TERRORISM OR SABOTAGE
 BIOLOGICAL OR CHEMICAL CONTAMINATION
 RELATED TO A TERRORIST ACT
- DAMAGES DUE TO THE PRESENCE OR ACTION OF A COMPUTER VIRUS OR SIMILAR
- ANY DAMAGES ARISING BEFORE THE POLICY COVER CAME INTO EFFECT
- ANY MECHANICAL AND/OR ELECTRICAL PROBLEMS AN/OR DAMAGE SUFFERED BY EQUIPMENT, ARTICLES AND/OR MERCHANDISE AS A RESULT OF THEIR USE
- ANY DAMAGE ARISING FROM GRADUAL DETERIORATION, WEAR, LACK OF MAINTENANCE, ATMOSPHERIC HUMIDITY, TEMPERATURE VARIATIONS, MITES OR OTHER PESTS OR INHERENT VICES
- DELIBERATE ACTS BY THE INSURED
- ANY SEQUESTRATION, SEIZURE, CONFISCATION, DESTRUCTION OR REQUISITION BY THE CIVIL OR MILITARY AUTHORITIES OR BY ORDER OF THE CLISTOMS AUTHORITIES
- WAR BETWEEN STATES: THE INSURED IS TO PROVIDE PROOF THAT THE INSURANCE CLAIM WAS DUE TO SOME EVENT OTHER THAN THE WAR BETWEEN STATES
- CIVIL WAR: THE ONUS IS ON THE INSURERS TO PROVE THAT THE INSURANCE CLAIM WAS DUE TO THIS EVENT
- ANY DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER, CAUSED DIRECTLY OR INDIRECTLY BY SOME NUCLEAR REACTION OR NUCLEAR CONTAMINATION, INDEPENDENTLY OF ANY CAUSE THAT MAY HAVE CONTRIBUTED TO THE DAMAGE OR BROUGHT IT ABOUT, REGARDLESS OF THE SEQUENCE OF THE CAUSES' OCCURRENCE.

2.3. PARTIAL RELIEF FROM THE PROPORTIONAL BENEFITS RULE

The proportional benefits rule shown at Article 7 shall not be applied where the value of the property, as at the date of the insurance claim, does not exceed the sum covered by more than 20%.

2.4. COMPENSATION IN THE EVENT OF INSURANCE CLAIMS

Full claims: A full claim is one in which the replacement or repair costs of the insured equipment is equal to the total compensation value.

The total compensation value is calculated on the basis of the new replacement value, as at the date of the insurance claim, with a depreciation factor set by mutual consent or by expert evaluation.

The total compensation value calculated in this way cannot exceed the insured value.

Partial claims: The total compensation value is equal to the total costs of repair for the equipment and/or articles insured, without the application of any depreciation factor.

2.5. NATURAL DISASTERS - ANNEX 1

The standard clauses are to be applied for the insurance policies shown at Article L125-1 (paragraph 1) of the French Code des Assurances.

2.6. COVER FOR BOMBINGS AND ACTS OF TERRORISM

Article L126-2 of the *Code des Assurances* is to be applicable.

3. PUBLIC LIABILITY COVER **₹**(PL) SPECIAL PROVISION:

IN ACCORDANCE WITH ANY DECISIONS BY THE COUNCIL OF EUROPE TO TAKE SANCTIONS AGAINST CERTAIN STATES, THE COVER UNDER THIS POLICY SHALL BE INAPPLICABLE:

- WHEREVER THE INSURERS ARE PROHIBITED FROM PROVIDING INSURANCE POLICIES OR SERVICES DUE TO STATUTORY OR REGULATORY SANCTIONS, RESTRICTIONS OR PROHIBITIONS,
- OR
 WHEREVER THE INSURED PROPERTY OR ACTIVITIES
 ARE SUBJECT TO ANY STATUTORY OR REGULATORY
 SANCTIONS, RESTRICTIONS, EMBARGOES, IN WHOLE
 OR IN PART, OR PROHIBITIONS.
- ↑ This insurance covers Public Liabilities deriving from the provisions of the French Code Civil, some other codex, legislation or regulations, Directives, Jurisprudence, Professional customs and practice or otherwise, whether the legal basis is French, foreign, European or international.

3.1. PURPOSE OF PUBLIC LIABILITY COVER

We provide cover for the financial consequences of any public liability that the Insured may incur as a result of physical injury, property damages or consequential losses caused to some other person and arising during the exhibition as a result of their own actions, those of their agents or volunteers or due to their properties and furniture and any animals for which the Insured is the owner or in charge of.

3.2. EXTENSIONS

Non-consecutive losses

For non-consecutive losses, cover will be granted where these result exclusively from one or more accidental events, as listed below:

- Shocks, spills, breakages, failure or some sudden collapse of furniture or property in a good state of repair and working order and of which the Insured is the owner or is in charge of or using, or fires, explosions or sudden water damage arising inside or outside the premises that they own or are in charge of

- Some faulty use by the Insured or their agents.

Food poisoning

We provide cover for:

- a) The Insured's public liabilities arising from physical injuries caused to another individual, including co-workers, where such injuries are not covered under the terms of accidents at work legislation and where the source is some product prepared and/or served in the company's restaurants or delivered by caterers provided for the staff.
- b) In partial waiver of the M clause under Exclusions, any public liabilities that may be incurred by the Insured subsequent to any physical injuries arising from food poisoning or other poisoning caused by drinks or other food products prepared and/or supplied by them, whether paid for or free, or caused by the accidental presence of some foreign body in the said foodstuffs, where suffered by the visitors or other participants at the exhibition.
- ANY INJURIES CAUSED BY THE DISTRIBUTION OF THE COMPANY'S PRODUCTS AS PART OF SOME SALES PROMOTION ARE HEREBY EXCLUDED.

Wilful misconduct

We provide cover for the vicarious public liabilities of the Insured with regard to any of their agents falling victim to some physical injury caused by a co-worker and acknowledged as wilful misconduct under Article L452-5 of the French Code de la Securité Sociale.

■ THE REIMBURSEMENT OF ANY ADDITIONAL CONTRIBUTIONS AS SHOWN AT ARTICLE L242-7 OF THE CODE DE LA SECURITÉ SOCIALE IN PUNISHMENT OF THE EXCEPTIONAL RISK GENERATED BY THE MISUSE OR FAILURE TO OBSERVE THE REQUIRED SAFETY MEASURES IS HEREBY EXCLUDED.

Gross negligence

In partial waiver of the L clause of the Standard Exclusions section, where an accident at work or an occupational illness affecting one of the Insured's agents is the result of some gross negligence by the Insured or someone deputising for them in the management of the business, we provide cover for:

1) The reimbursement of any sums owed to the primary health insurance fund (CPAM)

- a) As additional contributions under Article L452-2 of the Code de la Securité Sociale
- b) As additional compensation liable to be claimed by the victim under Article L452-3 of the Code de la Securité Sociale
- 2) The settlement of any additional compensation due for damages not covered under Book IV of the Code de la Securité Sociale:
 - a) To the victim
 - b) To their claimants: any person having a legal relationship with the victim or any person that, in the absence of such a relationship, can prove a relationship of sufficient stability with the victim to seek compensation for material damages or moral prejudices as a result of their death in compensation for physical injuries not covered under L452-3 of the Code de la Securité Sociale.
- THE FOLLOWING ARE HEREBY EXCLUDED:
- THE CONSEQUENCES OF SOME GROSS NEGLIGENCE ATTRIBUTED TO THE INSURED, WHERE:
- THEY HAVE BEEN PENALISED PREVIOUSLY FOR SOME INFRINGEMENT OF THE HEALTH & SAFETY AT WORK PART OF THE FRENCH CODE DU TRAVAIL AND ANY ENABLING LEGISLATION,
- THEIR LEGAL COUNSEL DELIBERATELY DID NOT MEET THE REQUIREMENT TO COMPLY WITHIN THE PERIOD LAID DOWN BY THE RELEVANT AUTHORITY.
- THE REIMBURSEMENT OF ANY ADDITIONAL

CONTRIBUTIONS AS SHOWN AT ARTICLE L242-7 OF THE CODE DE LA SECURITÉ SOCIALE IN PUNISHMENT OF THE EXCEPTIONAL RISK GENERATED BY THE MISUSE OR FAILURE TO OBSERVE THE REQUIRED SAFETY MEASURES.

The total annual value of the cover is to be set against the year during which the action in respect of the gross negligence was initiated.

Use of motor vehicles by the agents

The agents of the Insured may use land-based motor vehicles, for which the Insured is neither the owner nor responsible, for business purposes or to travel between their places of residence and places of work, and vice versa.

In such cases, the Insured must make their permission for their staff to use such a vehicle subordinate to an adequate insurance policy suited to the use to which the vehicle may be put. In the event that this provision is not met and that the Insured, in good faith, is unaware of the absence or invalidity of such a vehicle policy, this insurance policy will cover:

- a) The Insured's vicarious public liabilities in respect of physical injuries, property damages and consequential losses caused to another person.
- b) The Insured's vicarious public liabilities under Article L455-1-1 of the Code de la Securité Sociale with respect to one of their agents in the event of an accident as defined at Article L411-1 of the Code de la Securité Sociale arising on a road open to public traffic and involving a land-based motor vehicle if driven by the employer, an agent or an individual belonging to the same business as the victim.
- THE FOLLOWING ARE HEREBY EXCLUDED:
- ANY DAMAGES SUFFERED BY THE VEHICLE BEING USED
- THE PUBLIC LIABILITIES OF THE AGENTS

Travel accidents between co-workers

We provide cover for the vicarious public liabilities of the Insured in respect of any physical injuries that their agents may cause one another when travelling between their places of residence and places of work and vice versa, in accordance with Article L455-1 of the Code de la Securité Sociale.

<u>Legal actions by compulsory welfare insurance organisations</u>

We provide cover for the Insured's public liabilities in the event of some claim lodged by the Social Security services or any other compulsory welfare insurance organisation in respect of physical injuries caused to any individual where their coverage by these organisations is not the result of some family relationship to the Insured.

■ PHYSICAL INJURIES CAUSED BY THE INSURED TO THEIR LIFE PARTNER ARE HEREBY EXCLUDED.

Volunteer assistance

We provide cover for the Insured's public liabilities with respect to physical injuries, property damages and consequential losses caused and/or suffered by:

- a) Volunteers, except during periods where they exercise the duties entrusted to them covered only for those damages that, under French legislation, must be covered by the Social Security services or under their own statutory provisions.
- Those individuals who freely provide their assistance during some act of help or rescue (including those under some support agreement).

Removal of obstructions

We hereby cover the Insured's public liabilities in respect of property damages and consequential losses suffered by property that they neither own

nor are in charge of, but which must be moved some critical distance in order to prevent its forming an obstruction to the declared activities.

Environmental damage

We provide cover for the Insured's public liabilities in respect of physical injuries, property damages and consequential losses caused to another person by pollution of the atmosphere, waters or land, or any other environmental damage insofar as such damages are of an accidental nature.

Environmental damages are only covered where they result from one of the following events:

- Breakage of some part, machine or installation
- Unforeseen dysfunction of some mechanism
- Fire or explosion: but excluding those arising within the premises owned by the Insured or for which they are responsible in any way

- Faulty use

Insofar as these events match the definition of an accident as defined in the Definitions section.

- THE FOLLOWING ARE HEREBY EXCLUDED:
- ■ANY PROPERTY DAMAGES AND CONSEQUENTIAL LOSSES WHERE IT IS PROVEN THAT THESE WERE CAUSED OR AGGRAVATED BY POOR CONDITION, INADEQUACIES OR FAULTY MAINTENANCE OF SYSTEMS INTENDED TO PREVENT ENVIRONMENTAL DAMAGE AND THAT THIS POOR CONDITION. INADEQUACY OR FAULTY MAINTENANCE WAS KNOWN, OR SHOULD HAVE BEEN KNOWN, TO THE INSURED OR. WHERE THE INSURED IS A LEGAL ENTITY. ANY INDIVIDUAL MANAGER OF THE BUSINESS
- ANY FEES TO BE PAID BY THE INSURED IN ACCORDANCE WITH ARTICLES 12. 14 AND 17 OF THE ACT No. 64-125 OF 16 DECEMBER 1964, EVEN IF THESE FEES WERE INTENDED TO PUT RIGHT SOME SITUATION CONSECUTIVE TO THE POLLUTION DAMAGES GIVING RISE TO THE COVER
- Non-consecutive losses
- **ENVIRONMENTAL DAMAGES**

Entrusted property

We provide cover, as a partial waiver of the exclusion clause Q in the Exclusions paragraph, for the Insured's public liabilities in respect of any property damages and consequential losses suffered by property entrusted to them for any tasks falling within the framework of the insured

- THE FOLLOWING PROPERTY DAMAGES AND CONSEQUENTIAL LOSSES ARE HEREBY EXCLUDED:
- THOSE SUFFERED BY THE ENTRUSTED PROPERTY OUTSIDE THE PREMISES USED FOR THE EXHIBITION
- THOSE CAUSED BY SOME DISAPPEARANCE OR THEFT TAKING PLACE WITHIN THE PREMISES OWNED BY THE INSURED OR FOR WHICH THEY ARE RESPONSIBLE
- THOSE OCCURRING IN TRANSIT. INCLUDING DURING LOADING AND UNLOADING OPERATIONS
- THOSE AFFECTING SERVICES INVOICED BY THE INSURED AND REPRESENTING ADDED VALUE
- THOSE DIRECTLY ORIGINATING FROM THE REPAIR, PROCESSING, MACHINING OR MODIFICATION OF THE ENTRUSTED PROPERTY

3.3. STANDARD PROVISIONS

3.3.1. Joint liabilities

This policy covers the consequences of any joint liability convictions that may be awarded against the Insured.

Subcontractors and jobbers

As part of their declared activities, the Insured may carry out certain tasks using subcontractors or jobbers. We provide cover for the public liabilities of the Insured in the event that any claim is made against them in respect of physical injuries, property damages, consequential losses and non-consecutive losses caused to another person by the said subcontractors or jobbers, provided that the Insured has not abandoned any

legal remedies or third party claims against them.

3.3.3. Arbitration

If the Insured is required to sign contracts under which the parties intend to settle their disputes by means of arbitration, such cover may be granted under this present policy, provided that:

- The arbitration is entrusted to:
- For international contracts; the international Chamber of Commerce
- For national contracts; some institutionalised French arbitration chamber
- We are involved in the organisation and follow up of the arbitration procedures, in particular, the drawing up of any compromise solution, the selection of the arbitrators and the definition of their tasks.

Where reference is made to some form of arbitration other than the above, cover can only be extended to the Insured with our prior

3.3.4. Provision of cover over time

This policy covers the Insured against the financial consequences of insurance claims, provided that the claimable event took place before the termination or expiry of the cover and that the first claim for damages was sent to the Insured or their Insurers between the effective start date of the cover and the end of a period after its termination or expiry as shown in the policy, regardless of the date of any other element of the insurance claim. To this end, cover is hereby granted to claims drawn up for damages arising before its start date but unknown to the Insured at the time of taking out the policy.

NOTWITHSTANDING, THIS POLICY COVERS CLAIMS ONLY WHERE THE HARMFUL EVENT BECAME KNOWN TO THE INSURED AFTER THE TERMINATION OR EXPIRY DATE IF. AT THE TIME THAT THE INSURED BECAME AWARE OF THE HARMFUL EVENT, THE COVER HAD NOT BEEN RENEWED OR HAD BEEN RENEWED ON THE BASIS OF INITIATION BY THE HARMFUL EVENT.

THE INSURERS WILL NOT COVER THE INSURED AGAINST THE FINANCIAL CONSEQUENCES OF INSURANCE CLAIMS WHERE IT CAN BE PROVEN THAT THE INSURED WAS AWARE OF THE HARMFUL EVENT AT THE TIME OF TAKING OUT THE POLICY.

The subsequent lifespan of the cover is to be five vears from the date of its termination or expiry.

Where the policy taken out by an individual for their own business activity is the final cover before the closure of their business activity or decease, the subsequent lifespan of the cover is to be raised to ten years.

In the event of their restarting the same activity, the lifespan is to be reduced to a period between the policy's expiry or termination date and the date the business was restarted but this period cannot be less than five years or any period agreed contractually.

The application of the subsequent coverage period only concerns public liability cover, to the exclusion of any cover in respect of insurance for damages leading to the payment of compensation to the Insured.

Values insured

Values insured are determined per event except where the wording "per event and with a minimum per claim" appears in the "Cover and Excess values" table.

When the value insured is determined per event, it diminishes progressively with each payment

The values insured constitute the limit of our cover irrespective of the number of persons benefitting from the status of an insured party.

The threshold applicable to the cover

triggered in the subsequent period is unique for the entire period.

This limit is specific and only applies to the claims triggering coverage during this period.

It is equal to the limit in effect for the coverage triggered during the year preceding its termination or expiry, and the coverage limits per claim or those constituting a sub-limit of the main coverage also apply.

These amounts diminish progressively with any compensation or fees paid during the subsequent period and cannot be reconstituted.

Geographic scope of coverage

The coverage afforded by this policy extends worldwide EXCEPT FOR USA/CANADA. If, due to the location of the loss, French legislation is not applicable, the cover extends, as per the provisions of the policy, to the monetary consequences of the PL the insured may incur pursuant to local legislation.

■ ANY CLAIMS ORIGINATING FROM INSTALLATIONS, PREMISES. PERMANENT BRANCHES, OR PROPERTY ON LOAN LOCATED IN, OR OF WHICH THE BUSINESS ACTIVITY(IES) IS/ARE CONDUCTED OUTSIDE METROPOLITAN FRANCE OR THE PRINCIPALITIES OF MONACO AND ANDORRA, ARE **EXCLUDED FROM THIS COVER.**

Special clause applicable to the United States of America and Canada.

When the insurance is established and a claim is filed by the insured, we cover bodily damage, damage to property and consequential bodily damage caused to third parties during an event in USA/Canada, for a period not longer than 3 months per event.

Without waiving the other clauses of the policy, it is agreed that the following provisions shall apply to losses incurred in the United States of America and/or Canada:

- Coverage amounts to 5,000,000 Euros per event for all bodily injury, material and immaterial damage taken in the aggregate; the sub-limitations provided for in the coverage table remain unchanged.
- The excess values on all types of damage including bodily damage amount to 7,625 Euros per claim.

Legal and lawver's fees are included in the coverage amounts.

■ THE FOLLOWING ARE EXCLUDED ■ NON-CONSECUTIVE LOSS

- SUPPLEMENTARY COMPENSATIONS OWED BY THE PARTY CAUSING THE DAMAGE (I.E. PUNITIVE DAMAGES OR EXEMPLARY DAMAGES);
- LIABILITY CONSECUTIVE **ENVIRONMENTAL DAMAGE.**

Settlement of claims

Procedure, transaction:

In the event of a third party claim with respect to liability insured by a policy, we may, within the limits our coverage:

- before civil, commercial or administrative jurisdictions: provide for the defence of the insured, direct the proceedings and take appropriate legal action,
- before criminal jurisdictions: exercise the faculty, should the victims maintain their interest, with the agreement of the insured, direct the defence in criminal matters or join it. Failing this agreement, nonetheless provide the defence of the insured's civil interests. We may take all appropriate action on behalf of the insured, including appeal to the supreme court, when the criminal liability of the insured is no longer entailed. Otherwise, we can only take action with the

agreement of the insured.

We alone are entitled, within the limits of our cover, to compromise with injured parties or their assigns.

No acknowledgement of liability and no transaction attempted without our knowledge, are not binding upon us. The admission of a material factor or the sole fact of having provided emergency care in circumstances in which any person has the legal or moral duty to do so are not considered to be an acknowledgement of liability.

Purchase of an annuity:

If the compensation allocated to a victim or his/her assigns consists of an annuity and if the purchase of securities is ordered to guarantee its payment, we use the available portion of the insured benefits to constitute said guarantee. If no special guarantee is ordered by a judicial ruling, the value of the annuity benefits is calculated according to the rules applicable for calculating the mathematical reserve of this annuity. If this value is less than the available sum, we bear the full cost of the annuity; otherwise, we only bear the portion of the annuity corresponding to the available portion of the insured benefits.

Payment:

In the framework of international conventions, we are only under the obligation to pay the compensation determined by the French judicial authorities and foreign jurisdictions whose decision has received approval on national territory. Compensation is payable in France and in euros.

The coverage limits determined in the Cover and Excess values Table include the principal, interests, fees for settlement, procedure or proceedings in addition to lawyers' or attorneys' fees.

3.3.8. Legal assistance

These provisions pertain to the liabilities defined by the PL coverage. Thus, and in the framework of the activities declared, We undertake:

Defence:

- Inexcusable conduct

- To provide defence of the insured employer in amicable or legal settlements based on articles L.452-1 to 4 of the Social Security Code filed against him/her with a view to ascertaining his/her inexcusable conduct and/or that of the person he/she may have substituted as a manger of the company.
- To provide defence of the insured and its agents against criminal jurisdiction in the event of suits for involuntary homicide or injury subsequent to a vocation accident or illness affecting an agent of the insured.

- Other cases

 To provide defence of the insured when the latter is sued in a criminal court for losses covered by the policy.

Remedies:

When the dispute is greater than the amount determined in the Cover and Excess Values Table, to claim, either amicably or in any court, monetary compensation for:

- · Bodily damage sustained by the insured,
- Consecutive Material and Immaterial losses to movable and real property used for operating purposes, incurring the liability of others.

Legal assistance application management:

The Defence and Remedies legal assistance applications are processed by a legally independent company: INTERIURA France (9/15, rue Paul Doumer 92508 RUEIL MALMAISON Cedex) which meets the requirements of the Insurance Code.

Choice of a lawyer

The insured is free to choose a lawyer or any

other person qualified by applicable legislation or regulations:

- To defend, represent or service its interests in the circumstances provided for in the paragraphs Defence and Remedies.
- To assist, whenever a conflict of interest arises between it and us.

Conciliation attempt

Any disagreement between the insured and us must give rise to a conciliation attempt through a third party appointed:

- by mutual agreement,
- failing this, by the Presiding Judge at the Magistrates' Court ruling in chambers at the initiative of the most diligent party. The costs of these proceedings are supported by us, except where a decision to the contrary is returned by the Presiding Judge at the Magistrates' Court should the insured's claim be deemed abusive.

3.4. EXCLUSIONS SPECIFIC TO PI COVERAGE:

- **THE FOLLOWING ARE EXCLUDED**
- A. LOSSES CAUSED BY MOTORISED LAND VEHICLES AS PER ARTICLE L 211-1 OF THE CODE, AIRBORNE DEVICES OR VEHICLES, MOTORIZED MACHINES OR VEHICLES, WHETHER MARITIME, FLUVIAL OR LACUSTRINE OWNED, OPERATED OR DRIVEN BY ANY PERSON FOR WHOM IT IS CIVILLY LIABLE;
- **B. LOSSES CONSECUTIVE TO:**
 - 1) ANY PARTICIPATION AS A COMPETITOR OR ORGANISER BY THE INSURED OR PERSONS FOR WHOM IT IS CIVILLY LIABLE, IN WAGERS, MATCHES, RACES OR SPOTS COMPETITIONS FEATURING ON THE SCHEDULE OF A SPORTS FEDERATION OR IN PREPARATORY TRIALS PRIOR TO THESE EVENTS;
 - 2) DURING THE **TRIALS** OR COMPETITIONS **SUBJECT COMPULSORY INSURANCE PURSUANT** TO ARTICLE 11 OF THE DECREE DATED 16/05/2006 ON CONCENTRATIONS AND **EVENTS HELD ON OPEN ROADS OR IN** PLACES NOT OPEN TO PUBLIC TRAFFIC AND INCLUDING PARTICIPATION BY MOTORISED LAND VEHICLES AND ITS ENFORCEMENT ORDER DATED 27/10/2006:
- C LOSSES CAUSED BY:
 - FOREIGN WAR: the insured must prove that the claim arises from an event other than a foreign war,
 - 2) CIVIL WAR, ANY ACT OF TERRORISM OR SABOTAGE OCCURRING AS PART OF A CONCERTED ACTION, TERRORISM OR SABOTAGE, RIOTS, POPULAR MOVEMENTS, STRIKES AND LOCK-OUTS; we must prove that the claim arises from one of these events;
- D LOSSES CAUSED BY DAMS, DIKES AND ANY WATER RESERVOIRS HIGHER THAN 5 METRES AND/OR LONGER THAN 30 METRES:
- E LOSSES OR AGGRAVATION TO DAMAGE CAUSED BY:
 - 1) WEAPONS OR DEVICES INTENDED TO EXPLODE BY MEANS OF A CHANGE IN THE STRUCTURE OF THE ATOMIC NUCLEUS;
 - 2) ANY NUCLEAR FUEL, RADIOACTIVE PRODUCT OR WASTE OR ANY OTHER SOURCE OF IONISING RADIATION IF DAMAGE OR AGGRAVATION OF DAMAGE DIRECTLY AFFECTS A NUCLEAR INSTALLATION OR INCUR THE SOLE LIABILITY OF AN OPERATOR OF A NUCLEAR PLANT

- OR ORIGINATE IN THE PROVISION OF GOODS OR SERVICES INVOLVING A NUCLEAR FACILITY;
- 3) ANY SOURCE OF IONISING RADIATION USED OR INTENDED FOR USE OUTSIDE OF A NUCLEAR FACILITY FOR INDUSTRIAL, COMMERCIAL, AGRICULTURAL, SCIENTIFIC OR MEDICAL PURPOSES.

However, the last provision does not apply to damage or aggravation of damage caused by sources of ionizing radiation (radionuclides or X-ray devices) used or intended for use in France, outside of a nuclear facility, for industrial or medical purposes, when said nuclear device:

- uses radioactive substances not requiring authorisation within the framework of the regulations pertaining to Classified Installations for the Protection of the Environment (Article R.511-9 of the Environmental Code),
- b) does not require authorisation by virtue of the regulations relative to health hazards linked to the environment and the workplace (Article R.1333-23 of the Public Health Code).
- ANY LOSS OR DAMAGE AND THEIR BODILY, MATERIAL OR IMMATERIAL CONSEQUENCES DIRECTLY OR INDIRECTLY LINKED TO THE PRESENCE OR USE OF ASBESTOS, LEAD, FORMALDEHYDES, NOXIOUS MOULDS, MTBE (METHYL TERT-BUTYL ETHER), THE FOLLOWING PERSISTENT ORGANIC POLLUTANTS: ALDRIN, CHLORDANE, DDT, DIOXINS, DIELDRIN, ENDRIN, FURANE, HEXACHLOROBENZENE, MIREX, PCB, TOXATHENE.
- G LIABILITIES AS DETERMINED IN ARTICLES 1792 ET SEQ ET 2270 OF THE CIVIL CODE (10-YEAR LIABILITY, GUARANTEE OF GOOD WORKING ORDER) IMPOSED UPON THE INSURED OR A LIABILITY OF THE SAME SORT ARISING FROM FOREIGN LEGISLATION.
- H THE CONSEQUENCES OF UNDERTAKINGS CONVENTIONALLY ACCEPTED BY THE INSURED INSOFAR AS THEY INCREASE THE STRINGENCY OF THE INSURED'S LIABILITY BEYOND THAT IMPOSED UPON IT HAD SAID UNDERTAKING NOT EXISTED.
- I The CONSEQUENCES OF THE PERSONAL LIABILITY OF THE COMPANY OFFICER.
- J. FINES AND OTHER PENAL SANCTIONS, PENALTIES FOR LATENESS INFECTED PERSONALLY UPON THE ENSURED.
- K THE CONSEQUENCES OF THE NON-PAYMENT OR NON-RETURN AND ITS CONSEQUENCES, OF ANY FUNDS, BELONGINGS OR SECURITIES RECEIVED FOR ANY REASON WHATSOEVER BY THE INSURED, ITS EMPLOYEES OR ITS AGENTS.
- L THE CONSEQUENCES OF INFRINGEMENTS TO SOCIAL LEGISLATION AND LABOUR LAW INCLUDING THE CONSEQUENCES OF DISCRIMINATORY ACTS (ARTICLE L.1132-1 ET SEQ. OF THE LABOUR CODE), THE CONSEQUENCES OF MORAL OR SEXUAL HARASSMENT (ARTICLE L.1152-1 ET SEQ., 1153-1 ET SEQ. OF THE LABOUR CODE).
- M COMPLAINTS IN CONNECTION WITH SOCIAL INTERACTION, I.E. ANY COMPLAINTS BASED ON:

- 1) ANY ABUSIVE DISMISSAL, ANY ABUSIVE TERMINATION OR NON-RENEWAL OF A LABOUR CONTRACT, IRRESPECTIVE OF WHETHER SAID ABUSIVE NATURE IS PROVEN OR PRESUMED,
- ANY FRAUDULENT FILING RELATIVE TO EMPLOYMENT,
- ANY ABUSIVE REFUSAL OF EMPLOYMENT OR PROMOTION,
- 4) ANY ABUSIVE DEPRIVATION OF A CAREER OPPORTUNITY,
- 5) ANY ABUSIVE DISCIPLINARY MEASURE,
- 6) ANY ILLEGAL DISCRIMINATION, WHETHER DIRECT, INDIRECT, INTENTIONAL OR OTHERWISE, ANY INFRINGEMENT OF PRIVACY OR ANY DEFAMATION LINKED TO EMPLOYMENT,
- 7) ANY BREACH OF RULES APPLICABLE TO COMPANY RELATIONS.
- N DAMAGE OCCURRING "AFTER DELIVERY" TO PRODUCTS OR EQUIPMENT, OR "AFTER COMPLETION OF WORKS".
- O THE CONSEQUENCES OF THE NON-PERFORMANCE OF OBLIGATIONS TO DO OR ISSUE SOMETHING, WHEN THE INSURED'S LIABILITY RESULTS FROM NON-OBSERVANCE OF THE OBLIGATION TO ISSUE PURSUANT TO A CONTRACT, AN ORDER, A SPECIFICATION, AS PROVIDED FOR IN ARTICLES 1604 TO 1624 OF THE CIVIL CODE.
- P THE CONSEQUENCES OF SERVICE PROVISIONS LINKED TO THE BUSINESS OF ORGANISING AND DISTRIBUTING TRAVEL OR HOLIDAY PACKAGES WITHIN THE SCOPE OF VOLUME II OF THE TOURISM CODE (TOURISM INDUSTRY AND PROFESSIONS).
- Q DAMAGE OTHER THAN BODILY CAUSED BY FIRE, EXPLOSION OR THE ACTION OF WATER, WHEN ARISING FROM THE PREMISES OF WHICH THE INSURED IS THE OWNER, CARETAKER OR OCCUPIER IN ANY CAPACITY WHATSOEVER;
- R MATERIAL LOSSES INCURRED BY MOVABLE OR REAL PROPERTY BELONGING TO OTHERS, ENTRUSTED TO THE INSURED, OR EXPOSED, OR USED AS PART OF THE EVENT AND CONSECUTIVE IMMATERIAL DAMAGE AND NON-CONSECUTIVE IMMATERIAL DAMAGE.
- S DISAPPEARANCES, THEFT, LOSS, DAMAGE TO STAGE COSTUMES AND ACCESSORIES, CASH, BANK NOTES, CHEQUEBOOKS, CREDIT CARDS, SECURITIES, FURS, JEWELS, PRECIOUS STONES, PRECIOUS OBJECTS, HANDBAGS AND THEIR CONTENT, CONTENTS OF POCKETS, ENTRUSTED TO THE INSURED OR ITS AGENTS:
- T LOSSES ARISING FROM EITHER:
- 1) NON-OBSERVATION OF REGULATIONS FALLING TO THE OWNERS OF BUILDINGS OR THE MANAGER OF A PUBLIC-ACCESS BUILDING TO PREVENT THE RISKS OF CONTAMINATION BY LEGIONELLOSIS.
- 2) THE PERFORMANCE BY THE INSURED OF ITS ACTIVITY DESPITE RESERVATIONS MADE AND MAINTAINED OR BANS FROM INSPECTION OR SECURITY ORGANISATIONS;
- 3) THE NON-OBSERVANCE OF RULES DETERMINING THE OBLIGATIONS IMPOSED ON LIVE SHOW ENTREPRENEURS (ORDER N° 45-2339

- DATED 13.10.1945) AND THOSE IMPOSED ON PUBLIC-ACCESS BUILDINGS (ARTICLES R123-1 TO R123-55 OF THE BUILDING AND HOUSING CODE).
- 4) NON-OBSERVANCE OF THE RULES IMPOSED BY THE ANTI-TERRORIST PLANS OR ANY OTHER MEASURE TAKEN BY THE COMPETENT AUTHORITIES;
- 5) ANY CONSEQUENCE LINKED TO THE LACK OR WITHDRAWAL OF ADMINISTRATIVE PERMISSION TO HOLD THE EVENT.
- U. LOSSES ARISING FROM THE COLLAPSE OF REMOVABLE GRANDSTANDS OR WALKWAYS OR FIXED GRANDSTANDS NOT BUILT FROM HARD MATERIALS.
- V LOSSES OF ANY KIND, RESULTING FROM COMPUTER VIRUSES OR INFECTIONS AFFECTING PROGRAMS, SOFTWARE PACKAGES, PARAMETER SETTINGS, DATA AND COMPUTER SYSTEMS:
- W LIABILITIES LINKED TO INTERNET AND/OR CYBER-RISKS ARISING FROM THE ACTIVITIES OF:
 - 1) ELECTRONIC SERVICE PROVIDERS OR COMPANIES.
 - 2) ELECTRONIC COMMERCE COMPANIES OR ACTIVITIES.
- X LOSSES ARISING FROM THE USE OR DISSEMINATION OF GENETICALLY MODIFIED ORGANISMS PURSUANT TO THE LAW N° 92-654 OF 13 JULY 1992 AND THE TEXTS THAT MAY REPLACE IT AND THOSE USED FOR ITS ENFORCEMENT.
- Y LOSSES NOT FORESEEABLE IN THE CURRENT STATE OF SCIENTIFIC AND TECHNICAL ADVANCEMENT IN EFFECT AT THE TIME THE ORIGINAL ACTS OR DAMAGE WAS COMMITTED;
- Z THE MONETARY CONSEQUENCES OF DAMAGE CAUSED BY ANIMALS PURSUANT TO THE LAW N° 99-5 OF 6 JANUARY 1999:
- AA. DAMAGE MADE UNAVOIDABLE BY A WILFUL, CONSCIOUS AND SELF-INTERESTED ACT OF THE INSURED.
- BB. ANY CONSEQUENCE LINKED TO THE LACK OF ADMINISTRATIVE PERMISSION TO HOLD THE EVENT.

GENERAL CONDITIONS

ARTICLE 1. – DISCLOSURE OF OTHER

If one or more risks insured by the policy are or become insured by another policy, the insured must, in the event of a claim, disclose in a statement to us the name of the Insurer providing the policy, in addition to the coverage provided (art. L.121- of the Code).

Concerning the disclosures made of subscription:

Any reticence, false declaration, omission or inaccuracy may be punished, even if it does not impact the claim, by:

- rendering void the policy in the event of dishonesty of the Policyholder or the insured (art. L.113-8 of the Code),
- the reduction of the claim compensation, if the dishonesty of the Policyholder or the insured is not established: reduction in proportion to the premiums paid with respect to the premiums which should have been paid if the risks had been exactly and completely disclosed (art. L.113-9 of the Code).

About the other insurance policies:

When several policies against the same risk are

contracted fraudulently, the penalties as per art. L.121- 3, 1st para. of the Code (policy void, possible damages) are applicable.

ARTICLE 3. - PAYMENT OF PREMIUMS

The premium after tax is payable by the Policyholder.

If the premium is not paid, the coverage described in this Information Notice shall not take effect.

ARTICLE 4. - OBLIGATIONS IN THE EVENT

In the event of a claim, the insured must: make its best effort to stop its effects or limit is gravity, rescue insured goods and ascertain their subsequent protection. As soon as it be comes aware of it and within 5 working days at the latest (or within 2 working days for theft), it must notify us our legal representative — preferable by registered letter — or verbally against a receipt.

Failing this, and except in cases of force majeure, the insured is stripped of any right to compensation for the claim in question, if we determine the existence of prejudice consecutive to this delay.

In the event of theft, the insured must, on pain of forfeiture, file a complaint with the appropriate authorities.

The following must be specified in the claim statement, or if it is impossible to do so, in a subsequent statement filed as soon as possible afterwards:

- the date and circumstances of the claim, its known or supposed,
- the nature and approximate amount of losses, and the place where they can be evidenced,
- if relevant, the names and address of the perpetrator of the damage (if known) and if possible of any witnesses, and the authority that may have intervened,
- the coverage subscribed from other insurers for the same risks.

Within a period of 30 days, an inventory of losses certified true and accurate must be supplied by the insured as well as any documents evidencing the extent of the losses.

All relevant measures to evidence the losses must be taken in all events until the adjustment is completed, and in particular all elements of proof. In the event of multiple insurance policies, the insured can declare the claim to the Insurer of its choice. No claim may give rise to compensation if the insured fails to produce evidence substantiating its claim.

If the insured does not comply with the obligations of article 4, except for force majeure, we may reduce our provision of services proportionately to the detriment said failure may cause to us.

If the insured or Policyholder dishonestly declares a false date, description, causes, the circumstances and consequences of the claim, exaggerates the amount of damage, deliberately omits to declare the existence of other insurances bearing on the same risks, uses incorrect substantiating documents or uses fraudulent means, it is forfeits entirely any rights to compensation for all risks claimed, said forfeiture being indivisible amongst the articles of the policy.

ARTICLE 5. - ADJUSTMENT – ASSESSMENT

Adjustment: The loss amount is determined amicably between us and the insured. If the damages cannot be determined by mutual agreement, an amicable adjustment in the presence of both parties is always mandatory, contingent on the respective rights of the parties. Each party chooses an adjuster. If the adjusters thus appointed are not in agreement, a 3rd adjuster is appointed. The 3 adjusters work jointly

and on a majority vote basis.

If either party fails to name an adjuster, or the 2 adjusters fail to agree on a 3rd, the appointment is made by the Presiding Judge of the Magistrates' Court of the jurisdiction in which the claim occurred. Said nomination occurs at the simple request of the most diligent party 15 days at the latest after the other party sends a registered letter of formal notice with recorded delivery. Each pays the fees and expenses of its adjuster, and if relevant, half the fees of the 3rd adjuster and the nomination fees.

Damage assessment: The policy cannot be a cause of profit for the insured; it only guarantees compensation for actual losses. It is up to the insured to evidence the reality, nature and extent of the prejudice using all appropriate means and documents.

ARTICLE 6. – DETERMINATION OF COMPENSATION

The compensation due to the insured is equal:

- to the loss amount determined as above, without exceeding the amount set in the table of this Information Notice,
- minus, if relevant, the salvage amount, and the excess value.

This compensation includes VAT except where it is recoverable by the insured.

ARTICLE 7. – PROPORTIONAL RULE

Except where agreed to the contrary the proportional rule for benefits decreed by article L.121-5 of the Code is applicable.

ARTICLE 8. – SPECIFIC REQUIREMENTS OF THEFT COVERAGE

In the event of recovery of all or part of stolen or lost property, at any time whatsoever, the insured undertakes to advise us of this by registered letter.

- If the stolen or lost property is recovered before the compensation is paid, the insured shall take them into its possession again and we are only under the obligation to pay for definitive losses and possibly damage.
- If the stolen or lost property is recovered after payment of the compensation, the insured may either regain possession of them by reimbursing the compensation, contingent on any damage possibly sustained, on the condition of infirming us of its decision within one month. After this period, we become the outright owners of the recovered assets. In both cases, the insured will be compensated by us for the expenses reasonably incurred with a view to recuperation.

ARTICLE 9. – PAYMENT OF THE COMPENSATION AND PAYMENT TIMEFRAME

The payment of the compensation is made within 30 days either of the amicable agreement, either of the judicial enforcement order. This period, in the event of opposition, only begins on the date release is given. Failing this, and except for force majeure, the compensation shall bear interest at the legal rate as of the expiry of this timeframe.

We are subrogated in the terms of art. L.121-12 of the Code to the extent of the compensation paid, to the rights and actions

of the insured, against any party liable for having caused the loss.

If the subrogation cannot, due to a fault of the insured, work in our favour, our guarantee is no longer binding insofar as the subrogation could have been exercised.

ARTICLE 11. SPECIFIC REQUIREMENTS OF THE TERRORIST ACTS COVERAGE

If, by application of the legislation in effect, the insured receives compensation for losses sustained, subsequent to attacks, riots, popular to sign over to us a delegation to the extent of the sums paid to it in respect of the policy.

ARTICLE 12. – TIME BAR

Pursuant to article L.114-1 of the Insurance Code, any actions deriving from this policy are limited to two years as of the event that gave rise to them.

This period only proceeds, in the event of reticence, omission, false or inaccurate declaration on the risks incurred, as of the day the insurer became aware of this, and in the event of a loss, as of the day the interested parties became aware of it, if they prove they were unaware of it until then.

When the action of the insured against the insurer is grounded on recourse by a third party, the time bar period only starts as of the day said third party took legal action against the insured or was indemnified by the latter.

Pursuant to article L.114-2 of the Insurance Code, the time bar period is interrupted by one of the ordinary causes of interruption and by the naming of adjusters following a loss. The interruption of the time bar may, in addition, result from a certified letter with receipt note sent by the insurer to the insured regarding action for payment of the premium, and by the insured to the insurer regarding the payment of the indemnity.

ARTICLE 13. - ELECTION OF DOMICIL

- For the performance of this policy, the Insurer elects domicile in its registered office.
- Only the French jurisdictions are recognised as competent.

ARTICLE 14. – DATA PRIVACY

Article 27 of the Data Privacy Act of 6 January 1978.

ARTICLE 15 - COMPLAINTS

The Policyholder first consults its contact person, and if the answer is unsatisfactory, it may send any complaint to the Mediation correspondent: ALBINGIA 109/111, rue Victor Hugo 92532 Levallois Perret cedex, not forgetting to mention its policy number.

APPENDIX TO ARTICLE A. 112 OF THE INSURANCE CODE

Information Sheet on how "public liability" coverage operates over time

Notice

This information sheet is issued pursuant to article L. 112-2 of the insurance Code.

Its purpose is to provide the information necessary to properly understand how the PL coverage works over time.

It concerns the policies subscribed or renewed after the effective date of article 80 of law n° 2003-706 on 3 November 2003. The contracts subscribed beforehand are subject to special provisions specified by the same law.

Understanding the terms

Harmful event: active, direct, and efficient cause of loss sustained by the victim and giving rise to a claim. Claim: An action for liability, triggered by a letter sent to the insured or the insurer, or by a summons before a civil or administrative court. A single loss may give rise to several claims, either from the same victim, or from several victims.

Period of validity of the cover: The period between the effective date of the policy and et, after any renewals, its d ate of termination or expiry.

Subsequent period: The period after the date of termination or expiry of the cover. Its duration is specified in the policy. It cannot be less than five years.

If your policy only covers your private civil liability, refer to I. Otherwise refer to I and II.

I. – THE POLICY COVERS YOUR PRIVATE CIVIL LIABILITY

Outside any professional activity, the cover is triggered by the harmful event.

The insurer provides cover when the claim consecutive to loss caused by others is formulated and that your liability and that of other persons covered by the policy is incurred, insofar as the event causing the loss has happened between the effective date and the termination or expiry date of the cover.

The claim must be sent to the insurer whose cover was or is valid at the time the harmful event occurred.

II. – THE POLICY COVERS CIVIL LIABILITY INCURRED THROUGH A PROFESSIONAL ACTIVITY

The insurance policy must specify whether the cover is triggered by the harmful event or if it is triggered by the claim

When the policy simultaneously contains civil liability coverage during professional activities and private civil liability coverage, they are both triggered by the harmful event (see. I).

Some policies, for which the law provides special conditions waive this provision; this is the case for instance for the obligatory 10-year guarantee in the building trade.

1.- HOW DOES THE HARMFUL EVENT TRIGGERING MODE WORK?

The insurer provides cover when a claim consecutive to losses caused by others is issued and your liability or that of other people insured by the policy is incurred, insofar as the event behind the losses has occurred between the effective date and the termination or expiry date of the cover.

The claim must be sent to the insurer whose cover is effective at the time the harmful event occurred.

2. - HOW DOES THE CLAIM TRIGGERING MODE WORK?

Irrespective of the case, the insurer's cover is not owing if the insured was aware of the harmful event on the day the policy was subscribed.

2.1. First case: the third party claim is sent to the insured or the insurer during the effective period of coverage.

The insurer provides its cover, even if the event causing the loss occurred before the cover was subscribed.

2.2. Second case: the claim is sent to the insured or the insurer during the subsequent period.

Case 2.2.1: the insured did not subscribe to new liability coverage triggered by the claim involving the same risk.

The insurer provides its coverage.

Case 2.2.2: the insured did subscribe to new liability coverage triggered by the claim from a new insurer covering the same risk.

The new cover is implemented unless the insured was

aware of the harmful event on the day the policy was taken out, in which case the previous cover applies. In addition, insofar as there is no interruption between successive covers and the claim is sent to the insured or the insurer before the expiry of the subsequent period

of the initial guarantee, one of the two insurers is

necessarily competent and processes the claim. When the initial guarantee is triggered during the subsequent period, the compensation limit cannot be lower than that of the guarantee triggered during the year preceding the date of its termination or expiry.

IF THE INSURER IS CHANGED.

If you have changed insurer and if a loss caused by a harmful event that occurred before you subscribed to the new policy only gives rise to a claim during the effective period of your new policy, the insurer that will be compensating you has to be determined. Depending on the type of contract, the former or the new insurer may validly receive the claim. Please refer to the standard cases below:

3.1. The former and the new covers are triggered by the harmful event.

The cover activated by the claim is that which was effective at the date the harmful event occurred.

3.2. The former and the new covers are triggered by the claim.

Your former insurer must process your claim if you were aware of the harmful event before subscribing to the

new cover. No cover is owing by your former insurer if the claim is sent to you or to your former insurer after the date of expiry of the subsequent period. If you were not aware of the harmful event before subscribing to the new coverage, it is your new insurer who will process your claim.

3.3. The former cover is triggered by the harmful

3.3. The former cover is triggered by the harmful event and the new cover is triggered by the claim. If the harmful event occurred during the effective period of the former cover, it is the former insurer that must process the claims involving losses resulting from the harmful event.

Should the amount of this cover be insufficient, the new cover triggered by the claim shall complete this insufficiency insofar that you were not aware of the harmful event prior to the date you subscribed to the new cover.

Of the harmful event occurred before the effective date of the former cover and remained unknown to the

insured at the date of subscription of the new cover, it is the new insurer who must process all the claims involving the losses arising from said harmful event.

3.4. The former cover is triggered by the claim and the new cover is triggered by the harmful event.

If thee harmful event occurred before the date of subscription of the new cover, it is the former insurer who must process the claims. No cover is owing from your former insurer is the claim is sent to the insured or your former insurer after the expiry of the subsequent period.

If the harmful event occurred during the effective period of the new cover, it is, of course, the new insurer that must process the claim.

4. IN THE EVENT OF MULTIPLE CLAIMS RELATIVE OF THE SAME HARMFUL EVENT.

The same harmful event may give rise to several claims

occurring or arising at different times. Several claims can then be successively sent by the various third parties involved. In this case, the loss is considered as unique. Therefore, it is the same insurer that processes all the claims.

If the harmful event occurred while your policy was triggered by the harmful event, it is therefore your insurer at the date of the harmful event that must process the claims.

If you were not covered for the harmful event at the date of its occurrence, the insurer that must be designated is the one that is competent pursuant to the conditions specified in paragraphs II-1, II-2 and II-3 above at the time the first claim id formulated.

Insofar that the insurer is competent for the first claim, subsequent claims will then be processed by the same insurer irrespective of the date at which these claims are made, even if the subsequent period is past.