

VIVA TECHNOLOGY

JUNE 14-17
2023 PARIS

MSL FRANCE / VIVA TECHNOLOGY
30-34 rue du Chemin Vert
Paris 11, 75011 France
Email: sales@vivatechnology.com

Billing address
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Armenia

Quote: Q-17437-1
Date: 21/11/2022

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PRODUCT	DESCRIPTION	QTY	PRICE UNIT, (€) Excl. V.A.T.	Total (€) Excl. V.A.T.	V.A.T. Rate
Public sector exhibitor package	<p>VISIBILITY</p> <ul style="list-style-type: none"> visibility in person: logo on the VivaTech welcome banner visibility on the VivaTech website: logo in the Big List of startups visibility on VivaTech's digital platform: logo in the startups list <p>DIGITAL BOOTH</p> <ul style="list-style-type: none"> customizable header: logo, link to your social networks, website, contacts content: presentation video, up to 2 content videos, up to 2 photos, up to 2 documents networking: up to 4 keywords (#), meeting calendar, chat highlighting of startups hosted in physical and digital <p>SUPPORT</p> <ul style="list-style-type: none"> dedicated team to facilitate your steps: operation of the platform, setting up your digital booth. access to a "partner extranet" to upload your content before the event access to the back office of the digital platform to manage your digital booth during the event <p>TICKETING</p> <ul style="list-style-type: none"> 6 full pass attendees included if your booth is less than 25m² then 1 full pass attendee for 3m². <p>*The content may change.</p>	1.00	€5 000.00	€5 000.00	0.00 %
Booth (Hall 1)	<p>Surface in Hall 1 of VivaTech</p> <p>Layout of the stand: obligation to select one of the layout formulas proposed by VivaTech if the area of your stand is less than 50 m²</p> <p>Ticketing & Visibility: Depends on your partner status</p>	64.75	€945.00	€61 188.75	0.00 %
Attendee 4-day pass included	<p>This pass gives you access to:</p> <ul style="list-style-type: none"> all 4 days of VivaTech networking, leadgen & interactivity features on the sessions from our digital tools <p>Face value: €20 € HT</p>	22.00	€0.00	€0.00	10.00 %
Startup 4-day pass included	<p>This pass gives you access to:</p> <ul style="list-style-type: none"> all 4 days of VivaTech networking, leadgen & interactivity features on the sessions from our digital tools <p>Face value: 290 € excl.</p>	60.00	€0.00	€0.00	10.00 %
Official delegation (included in the Public Sector package)	<p>An official institutional delegation led by your country's head of state or a minister of your government. They can eventually be accompanied by key opinion leaders, CEO, entrepreneurs (terms to be defined). In cooperation with the VivaTech protocol team starting from May</p>	1.00	€0.00	€0.00	10.00 %
TOTAL Excl. V.A.T.:				€66 188,75	
V.A.T.:				€0,00	
TOTAL Incl. V.A.T.:				€66 188,75	
STAND NUMBER:				K24	

Notes:

Your pavilion can host up to 16 startup corners (1 startup corner for 4sqm). Each startup hosted in your pavilion will have an e-booth on the VivaTech digital platform, and 4 Startup 4-day passes. 1 rotation of your startups is possible.

MSL FRANCE - VIVA TECHNOLOGY
30-34 rue du Chemin Vert - 75011 Paris
Tél. +33 (0)1 85 56 90 00
SAS au capital de 182 400 €
Siret 347 895 096 00043

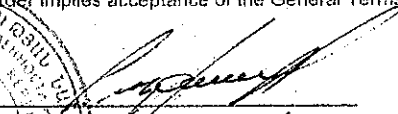
Terms & Conditions

The signature of the estimate preceded by the mention "Agreed and signed" entails acceptance of the General Conditions of Sale.

Payment method: Bank transfer to MSL France / Viva Technology

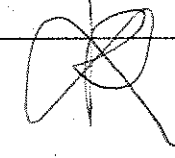
Payment deadline: Upon reception of the order

"The Customer acknowledges that they have read the General Terms and Conditions of Sale attached to this estimate; the acceptance of the estimate and the issuing of the order implies acceptance of the General Terms and Conditions of Sale."

Signature: 
Name: Marek Melkunas
Please sign and email to Mathilde Millet / mmillet@vivatechnology.com



Effective Date: 13 / 12 / 2022

Read and approved: 

MSL FRANCE - VIVA TECHNOLOGY

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GENERAL TERMS AND CONDITIONS OF SALE VIVA TECHNOLOGY PARTNERS

Preamble

VIVA TECHNOLOGY (hereinafter "the Event"), organized under the aegis and on the initiative of MSL France, 30-34 rue du Chemin Vert, 75011 Paris and Les Echos Solutions SAS, 10 boulevard de Grenelle, 75015 Paris (hereinafter "the Organizer"), aims to initiate strong and lasting relationships that will transform the business and society of tomorrow.

This Event is positioned as an international benchmark event in the world of innovation, digital transformation and open innovation and the manner in which technology must serve the common good.

Article 1 – Object

1.1 The object of these general terms and conditions of sale is to define the terms under which the Organizer sells services to corporate clients ("the Client") in connection with the organisation of the Event. These services ("the Offers") consist of:

- The provision of a space at the Event venue and visibility at that venue (hereinafter referred to together as the "Physical Services");
- The provision of an Exhibitor's Pack including the provision of an application, website, platform or any other intangible medium (the "Digital Tools"), and the provision of promotion services on advertising media used for the performance of this agreement, whether online (including the social networks of the Organizer or the Client and the Digital Tools) or offline (in particular printed materials of any kind and audiovisual);
- The performance of other services in connection with the Event or in connection with the Event, such as the VivaTech Explorer tours (hereinafter the "Other Services").

The Exhibitor's Pack, the Physical Services and the Other Services are jointly referred to as the "Services". The Organizer and the Client are referred to together as the "Parties".

1.2 Confirmation of the quote implies full and unconditional acceptance of these general terms and conditions of sale (hereinafter "GTCS") by the Client. Unless formally accepted in writing by the Organizer, no general terms and conditions of purchase of the Client may prevail over this agreement.

Any contrary condition shall therefore, unless expressly accepted by the Organizer, be unenforceable against the Organizer regardless of when it is brought to its attention. Notwithstanding the foregoing, special terms and conditions specific to certain Offers may supplement these GTCS and, in the event of contradiction, shall prevail over them.

Article 2 – Registration

2.1 Any request to register for the Event is subject to a quote issued by the Organizer. The quote sets out the proposed Offer and the associated prices. It includes these GTCS. Once the Client has approved the content of the quote, it signs the quote to confirm its acceptance of these GTCS and final registration for the Event.

2.2 The Organizer reserves the right to refuse any registration request for reasons related to the organisation or management of the Event, in particular to comply with a health protocol; if all the Offers have been subscribed; or if the person requesting registration has failed to fulfill their contractual obligations during a previous edition of the Event. Any person whose registration request is refused shall be informed thereof in writing. This refusal may not under any circumstances give rise to any compensation of any kind whatsoever, even if the rejected application had initially been suggested by the Organizer.

2.3 The Offer is personal, non-transferable and inalienable. Clients are formally prohibited, except with the prior written consent of the Organizer, from transferring, sub-leasing or sharing, for a consideration or free of charge, all or part of their surface area within the Paris Expo Porte de Versailles, or all or some of the Services or the rights and obligations relating thereto.

2.4 The Client agrees to sign the quote and therefore to conclude these GTCS electronically. In accordance with Articles 1366 and 1367 of the French Civil Code, the electronic signature used guarantees a reliable process for identifying the signatory and the integrity of the deed. The GTCS are archived on a reliable and durable medium so as to constitute a faithful copy.

The Client undertakes not to challenge the admissibility, enforceability or probative force of the GTCS on the basis of their electronic nature and expressly acknowledges that the electronically signed quote and GTCS may be validly invoked against it.

2.5 Once the quote has been signed, the Client shall provide the Organizer with a KBIS certificate less than 3 (three) months old for Clients registered in France, and any equivalent document for a foreign Client, together with the duly completed client sheet.

Article 3 -- Details of the offers

All the Services offered by the Organizer together with the corresponding prices are set out in the "Business Offer" sent to any company that makes a request with a view to participating in the Event. The choice of Offer is stipulated by the future Client as soon as it applies to register so that the Organizer can prepare the corresponding quote. The key features of the selected Offer are included in the quote.

Article 4 -- Financial conditions

4.1 Once the quote has been signed, the Organizer issues an invoice corresponding to the total amount of the quote. The applicable taxes are mentioned at the rate in force on the date of the quote. Payment must be made within 30 (thirty) days of the invoice date. However, for

any registration within 3 (three) months of the date of the Event, payment of the full amount of the quote must be made by cheque or bank transfer upon receipt of the invoice.

4.2 No discount will be given for early or cash payment.

4.3 Any delay in payment shall result in the automatic application of late payment penalties at a rate equal to three times the legal interest rate plus 10 (ten) points. This rate is multiplied by the number of days elapsed between the due date and the payment date. It applies to the total amount of the invoice including all taxes. Furthermore, the Organizer reserves the right to suspend or automatically terminate orders and Services in progress without the Client being able to claim any refund or compensation whatsoever, without prejudice to any damages that the Organizer may claim.

4.4 Digital Tools shall be accessible subject to payment by the Client of the full price of the Exhibitor's Pack. In addition, with regard to the Physical Services and/or Other Services, if their full price is not paid at the latest 15 (fifteen) working days before the date of the Event, the Organizer may offer the reserved space to its clients with no obligation to refund the sums already paid by the Client, which will be kept as damages.

Article 5 – Cancellation of the reservation

5.1 The signing of the quote by the Client expresses their firm, irrevocable consent and its amount is then payable to the Organizer.

5.2 Any request for cancellation must be sent to the Organizer by registered letter with acknowledgment of receipt and shall not give rise to any refund, except under the conditions of the "Force majeure" and "Other grounds for cancellation" articles. If the Client has not yet paid this price in full at the time of notification of its cancellation, the Organizer shall recover the balance due from the Client.

Article 6 – Timetable for the Event

6.1 The Event will commence on 14 June 2023 and end on 17 June 2023. The Physical Services will be held at Paris Expo Porte de Versailles, 75015 Paris. Access times for the general public and Clients are indicated in the "Exhibitor's Guide".

6.2 The Digital Tools shall be made available to Clients no later than 15 (fifteen) days before the Event and shall remain accessible until 31 July 2023.

6.3 Clients have access to the Digital Tools, in a form and according to the functionalities and technical means that the Organizer deems most appropriate.

The Event plan is drawn up by the Organizer, who decides on the location of the spaces. Participation in a previous event organized by the Organizer does not guarantee Clients a right to a specific location. The plan is sent to the Client within a deadline set by the Organizer. Each Client undertakes to comply with the decisions taken by the Organizer relating to the organisation of the Services, which are not subject to any appeal.

6.4 If the Client uses service providers other than those recommended by the Organizer for fitting out its space, it must inform the Organizer in advance. The Organizer reserves the right to refuse said service providers if it has a valid reason, in particular if there was a security failure during a previous event.

6.5 The Organizer reserves the right, at any time and with no possible recourse for the Clients, to make any change that is useful or necessary for the smooth running of the Event and the proper functioning of the Digital Tools, in particular any change to the timetable of the Event, the location or layout of a space or the functionalities of the Digital Tools. Clients are notified of any changes. Each Client undertakes to accept and apply any new provisions imposed by these modifications.

Article 7 – Access to the Exhibitor's Pack

The services comprising the Exhibitor's Pack are available only online and require an Internet connection. The Client must therefore have access to the Internet and the necessary equipment to connect to it. Access to the Digital Tools requires a computer with a recent Internet browser or a smartphone running an iOS or Android operating system.

The Digital Tools are standard and are not custom-developed on the basis of specifications provided by the Client, which the Client acknowledges and accepts.

The Digital Tools are accessed using login details, which must be kept confidential by the Client. The Client is thus responsible for any actions carried out using his or her login and password.

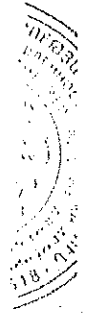
If the Client detects that its Account has been used without its knowledge or by an unauthorised person, it must inform the Organizer at the following email address as soon as possible: support-it@vivatechnology.com. It grants the Organizer the right to take all appropriate measures in such cases.

Article 8 – Compliance with the laws and regulations and safety instructions

8.1 Clients guarantee that their products or services and all documents, texts, images, videos, illustrations, photographs, presentations, audio recordings or any other content ("the Content") reproduced or distributed by them in connection herewith comply with the legislation, regulations and French and European standards in force as well as public order, good morals and the rights of third parties. More generally, Clients guarantee that their products, services and Content are not in any way likely to incur the Organizer's civil or criminal liability.

8.2 The Organizer reserves the right to interrupt or refuse the distribution of any Content and/or any product or service that it deems contrary to the image of the Event and more generally to its commercial, material or moral interests, or in breach of the legislation, regulations or French or European standards in force.

8.3 Each Client undertakes to respect, and to ensure that its employees, suppliers and subcontractors respect:



- The laws and regulations applying to trade fairs, exhibitions and events;
- The safety instructions issued by the prefecture;
- The safety regulations and instructions of VIPARIS PORTE DE VERSAILLES;
- The health and safety regulations for the Event;
- The "Exhibitor's Guide".

8.4 The "Exhibitor's Guide", specifying in particular the days, times, assembly and dismantling procedures for the stands, as well as the regulations for VIPARIS PORTE DE VERSAILLES, is sent by the Organizer and accepted by the Client. Acceptance of the "Exhibitor's Guide" gives the Client access to a personal space on an Internet platform (hereinafter the "Partner Extranet") so that it can organize its participation in the Event. The Client is responsible for consulting the latest version in force of the technical, health and safety constraints, regulations, access control and instructions for the site hosting the Event on the Partner Extranet and for the period during which the Event will take place. Any access to the Event by the Client or its guests implies full and unconditional acceptance of the General Terms and Conditions of Sale applicable to ticketing.

Article 9: Intellectual property rights

9.1 The Client authorises the Organizer to use its logo, name, brand or any distinctive sign of the Client, as well as the names of the corresponding services (hereinafter "the Distinctive Signs") from the signature hereof and for one (1) year from the end of the Event. These Distinctive Signs shall be used alone or in combination with those of the Organizer and/or other clients, and this right of use shall include the right to reproduce or have reproduced, or represent or have represented said Distinctive Signs of the Client on all advertising, print, video, audio and digital media that the Organizer publishes or has published in order to provide media coverage of the Event worldwide.

The Client warrants that it owns said Distinctive Signs or that it has the necessary rights to allow such use. The Client grants the Organizer only a non-exclusive, non-assignable, non-transferable right of use limited to the needs of performing the agreement.

The Organizer guarantees the Client that it is authorised by the owner of the Distinctive Signs for the Event to grant it a right to use them. For the sole purposes hereof, the Client is authorised to use the Organizer's Distinctive Signs for the sole purpose of advertising and promoting its activities relating to the Event and in its capacity as Client. This right of use includes the right to reproduce and represent the Organizer's Distinctive Signs on all advertising, print, video, audio and digital media that advertise the Client's participation in the Event. This right of use is granted worldwide for the entire duration of the Event and until 30 September 2023.

9.2 The Parties acknowledge and accept that in any event, the Digital Tools and their content made available to the Client by the Organizer in connection with the Services shall remain the property of the Organizer.

Under the terms of this agreement, and subject to full payment by the Client of the sums due to the Organizer, the Client is granted a non-transferable, non-assignable and non-exclusive

right of personal use of the Digital Tools during the term of the agreement. This right is granted to the Client only within the limits and for the purpose of enabling it to use the Services subscribed in accordance with its requirements and with their documentation, in compliance with this agreement.

The GTCS do not entail any transfer of intellectual and/or material property rights over the Digital Tools and their content owned by the Organizer or for which the Organizer has obtained a licence or right of use, and which are used or made accessible to the Client for the performance of the Services.

9.3 The Parties reciprocally agree that the Content published by the Client shall remain its property.

The Client authorises the Organizer to reproduce and represent its Content on any printed, video, audio and digital communication medium useful for the performance of the Services worldwide. Accordingly, the Client agrees that:

- Its Content shall be distributed free of charge by the Organizer on any communication medium useful for the performance of the Services, especially the Digital Tools;
- Its Content shall be published by the Organizer by any means and on any medium for the purposes of promoting and advertising the Event;
- Its Content shall be translated into all languages;
- Its Content is subject to necessary changes depending on the technical constraints of the advertising media.
- Its Content shall feature the Distinctive Signs of the Event and of the Organizer.

The GTCS do not entail any transfer of intellectual and/or material property rights to the Content owned by the Client.

Article 10 – Image rights

The Client is informed and accepts that its image and/or that of its employees and agents and/or representatives may be captured during the taking of photographs and/or films that the Organizer will produce during the Event. The Client authorises the Organizer, free of charge, to reproduce and represent its image and/or that of its employees and agents and/or representatives on all printed, video or digital media on the occasion of the broadcast by the Organizer of any photograph or film of a documentary or promotional nature linked to the Event during any current or future edition of the Event. These broadcasts are authorised worldwide for any media and any printed, video or digital medium.

Article 11: Responsibility and liability

11.1 The Organizer and the Client undertake to assume all the obligations imposed upon them by the GTCS in strict compliance with the laws and regulations in force in France. The Client

and the Organizer shall be responsible for compliance with the GTCS: the Party to which the liability for a breach or fault shall be attributed shall be required to compensate the other Party for any loss it has suffered as a result of such non-performance or fault. Where applicable, in the event of inadequate performance of the agreement by the Organizer, the Parties agree to waive the application of Article 1223 of the French Civil Code, excluding any price reduction.

11.2 The Client undertakes to comply with and to ensure that its employees, subcontractors and suppliers comply with all the obligations provided for under these GTCS, and shall be responsible for the compliance of said operators with these obligations. The Client is solely liable for any damage caused to the Organizer due to the intervention of the employees, suppliers or subcontractors used by it in its participation in the Event. The Client therefore undertakes to inform its suppliers and subcontractors of all its obligations under these GTCS and to ensure that said subcontractors or suppliers comply with them.

11.3 The Content, the information provided by the Clients in connection with an Offer and any other associated product shall be published under the exclusive responsibility of the Clients. The Client guarantees the Organizer that it has all the rights and authorisations necessary for the publication of the Content in connection with the Services. In particular, it guarantees the Organizer that it has obtained all the authorisations it requires to exploit the images of the persons that can be identified in the Content and to publish their image in connection with the Event.

11.4 The Organizer shall not be held liable in the event of an omission or error in the reproduction, composition or other of the Distinctive Signs or the Content that occurs on any of the advertising media, regardless of the form and method of publication. The Client must inform the Organizer, which shall make every effort to correct any omissions or errors made.

11.5 With regard to the Exhibitor's Pack, the Client acknowledges that the techniques used by the Organizer relate to a complex field of IT technology. The Client also represents that it has familiarised itself with the inherent characteristics and limits of the Internet described below:

- Internet data transmissions are only relatively reliable, as they circulate over heterogeneous networks with varying technical characteristics and capacities. As a result, no one can guarantee that the Internet will work properly;
- Data circulating on the Internet can be hacked, so the transmission of passwords and PINs and, more generally, any sensitive information is carried out by the Client at its own risk;
- It is the Client's responsibility to take all appropriate measures to protect its own data stored on its servers from virus contamination and attempts by third parties to break into its computer system.

The Organizer shall not be held liable for any malfunction linked to the Client's network problems, Internet access or technical equipment or for its non-compliant use of the Digital Tools provided, non-compliance by the Client with the documentation of the Digital Tools, an error by the Client in the use of the Digital Tools, modifications to the Digital Tools made by

any person other than the Organizer or acting under its direction, or a third-party application not integrated by the Organizer. Similarly, it is the Client's responsibility to check that the Digital Tools are compatible with the browser and the version of the browser it uses. The Organizer only guarantees that the Digital Tools are compatible with the latest versions of Microsoft Edge, Safari, Firefox, Opera and Google browsers.

The Digital Tools may be occasionally suspended due to maintenance work necessary for their proper operation. In the event of an interruption for maintenance, the Organizer undertakes to keep the Client informed as soon as possible in order to avoid any disruption. The Organizer may not be held liable for any impact of this disruption on the Client's business.

11.6 With regard to the Physical Services, the Organizer may not be held liable if the Client has not been able to use or has used the leased spaces incompletely because it has not complied with the requirements of the Operator of the site hosting the Event and/or the Organizer and/or imposed by law or a regulatory, administrative or judicial decision. The same shall apply in the event that, for the same reason, the Client, its suppliers or its guests are unable to access the Event site.

11.7 The Client shall accept the premises in the condition in which it finds them and shall leave them in the same condition. Any damage caused by the installation of its surface area, equipment or goods, either to the equipment, the building or the occupied ground, shall be assessed by the technical department of VIPARIS PORTE DE VERSAILLES and by the Organizer, at the expense of the Client.

11.8 The Client is directly liable to VIPARIS PORTE DE VERSAILLES and the Organizer for any damage caused by it or its employees, suppliers and subcontractors to the common equipment made available to it, for which the Organizer cannot be held liable under any circumstances.

11.9 All Clients are responsible for the equipment they display and/or rent for the purpose of fitting out their space, as well as the personal effects of their employees, agents and subcontractors during their presence at or participation in the Event. Under no circumstances may the Organizer be held liable for any loss, theft or damage.

11.10 In any event and regardless of the type of Services, the Organizer shall be liable, in the event of non-performance of its contractual obligations, solely for direct damage in accordance with articles 1231-3 et seq. of the French Civil Code, and cannot be held liable for indirect damage or damage not resulting directly and exclusively from a failure on its part in the performance of its services. The Organizer shall thus not be held liable for any loss, including commercial losses and disturbance of enjoyment, that may be suffered by the Client and for which the Organizer is not directly and exclusively responsible.

In any event, the Organizer's total liability shall be limited, regardless of the basis of any claims by the Client and all remedies combined, to damages not exceeding the total value of the service(s) concerned by these claims. However, no limitation of liability shall apply to damages concerning bodily injury.

Article 12 – Guarantee

12.1 As a result of the authorisations granted in the article "Intellectual property rights" in respect of their respective intellectual property rights, each Party guarantees the other party against the consequences of any recourse or claim by third parties (i) claiming to hold intellectual property rights over the Distinctive Signs, the Digital Tools and their content or the Content and (ii) having as its object the use by the Organizer or by the Client of said Distinctive Signs, the use by the Client of the Digital Tools and their content or the use by the Organizer of the Content.

Consequently, in the event of recourse or claim by a third party, each of the Parties shall guarantee and hold the other Party harmless against the consequences of such recourse or claim, including any compensation of any kind or damages that may be awarded in the context of legal proceedings, a settlement or arbitration, and reasonable legal costs that the other Party may have incurred in defending itself. Neither Party is authorized to reach a settlement with a third party that has initiated an appeal or claim without the prior written agreement of the other Party on the principle and commitments made in respect of the settlement. Failing this, the guarantee of peaceful possession may not be exercised by the Party initiating the settlement solution.

12.2 The Client shall guarantee and compensate the Organizer for the consequences of all actions, claims and proceedings (including legal costs, lawyers' costs and fees) from third parties (including its employees, suppliers and subcontractors) and any resulting harm, in particular in respect of unfair competition, personality rights and/or the image rights of persons and property if these actions are caused in particular by the use and/or exploitation of the Content made available to the Organizer by the Client during the Event. This guarantee for the benefit of the Organizer also applies to any photograph and/or audio-visual recording that the Client may use for the Event or provide to the Organizer for use in connection with the Event.

12.3 The Client guarantees that it has completed the customs formalities for any equipment or products from abroad that may be presented at the Event. The Organizer shall not under any circumstances be held liable for any problem of any kind whatsoever that may arise during these formalities or as a result of these formalities.

12.4 The Client shall guarantee and compensate the Organizer for the consequences of all actions, claims and proceedings (including legal costs, lawyers' costs and fees) from third parties (including its suppliers and subcontractors) and any resulting damage due to the occupation, fitting out or rental of the exhibition areas.

12.5 The Organizer undertakes, purely under a best-efforts obligation, to provide the Digital Tools carefully and thoroughly, in accordance with industry practice. The Organizer shall endeavor to offer reliable and continuous access to the Digital Tools throughout the duration of the Event. However, the Organizer cannot guarantee the uninterrupted availability of the Digital Tools or entirely problem-free technical operation.

12.6 The Organizer undertakes to inform the Client of any technical malfunction affecting the Digital Tools as soon as it becomes aware of it. The Client similarly undertakes to inform the

Organizer if it becomes aware of or notices a malfunction of the Digital Tools, via the email address: support-it@vivatechnology.com.

Article 13 – Insurance

13.1 The Client must take out a comprehensive insurance policy to cover both damage to property belonging to or in its care, and the liabilities that it may incur vis-à-vis any third parties including VIVA TECHNOLOGY, the lessor and the owner of the Parc Expo Paris Porte de Versailles (hereinafter the "Owner").

13.2 The Client undertakes to provide the Organizer upon request with a certificate from its insurance company for the current year. The Client shall also ensure that all suppliers and subcontractors it may use in connection with the Event comply with this obligation, in particular for the fitting out or installation of the leased exhibition areas.

13.3 The Client is informed that it must have taken out a temporary "Exhibitor" Civil Liability insurance policy if its insurance policies in place for its usual business do not already cover this risk.

The Client waives any recourse against the Organizer, the Lessor or the Owner of the Event site and their respective insurers, in the event of a claim, for both material damage and any operating losses and/or additional costs, regardless of the cause. The Client undertakes to obtain from its insurers an identical commitment to waive any recourse.

Article 14 – Termination for breach

In the event of a breach by one of the Parties of its contractual obligations, the GTCS may be automatically terminated by the other Party fifteen (15) days after receipt of formal notice by registered letter with acknowledgment of receipt that has remained without effect, as from the date of first presentation. The formal notice shall state the breach(es) detected. In addition, any failure to perform one of the obligations provided for herein may result in the immediate, temporary or definitive exclusion from the Event and/or the temporary or definitive interruption of access to the Digital Tools by the defaulting Client, which may not claim any refund or compensation, without prejudice to any damages that the Organizer may claim. The Organizer may then freely reallocate the exhibition areas, passes and reservations that become available as a result.

Article 15: Force majeure

15.1 Neither Party shall be held liable vis-à-vis the other Party for any failure or delay in the full or partial performance of its obligations hereunder, provided that this failure is caused by or results from a force majeure event, understood within the meaning of Article 1218 of the French Civil Code and French case law as being any event beyond the control of the affected Party that could not reasonably be foreseen at the time of concluding the GTCS and whose

effects cannot be avoided by the reasonable efforts that the affected Party is required to make, that temporarily or definitively prevent it from performing all or some of its obligations under the GTCS. The Parties expressly agree that the following may in particular be considered to be force majeure: natural disasters such as fire, storm, flood, earthquake and explosion; acts of war (excluding the war in Ukraine, which does not meet the criteria of unforeseeability for force majeure on the day of acceptance of the GTCS) or terrorism; an act of government, a pandemic (excluding COVID-19, which does not meet the conditions for force majeure on the day of acceptance of the GTCS); a general strike (external to the Parties), popular movements preventing the Organizer from maintaining the Event under the requisite security conditions, or a malicious computer virus.

The Parties agree that contrary to the provisions of the French Civil Code, a force majeure event cannot result in the termination of the GTCS.

The Party invoking force majeure must notify the other Party in writing immediately (by registered letter with acknowledgment of receipt). After sending said notification, the performance of the obligations of the Party affected by the force majeure event shall then be legitimately suspended retroactively from the date of occurrence of the force majeure event in question.

15.2 If a force majeure event results in the cancellation of the physical holding of the Event or prevents a Client from physically participating in the Event, the affected Party shall be released from its obligations relating to the Physical Services. However, the obligations of the Parties relating to the Exhibitor's Pack shall remain applicable.

The Organizer shall therefore provide the services of the Exhibitor's Pack and the Client shall be required to pay the full, non-discounted price, all taxes included, in accordance with the quote. In addition, the Client shall be liable for a lump sum corresponding to the sharing of risk between the Parties resulting from the cancellation of the Physical Services, equivalent to 20% of the total amount of the Physical Services, including all taxes, as mentioned in the quote. A failure to perform the Physical Services shall not result in any compensation for damages for any loss suffered.

The Organizer shall endeavor to postpone the Event to a later date during the same calendar year.

The Parties agree that should the Client be unable to physically participate in the Event as a result of an incident that does not meet the criteria for force majeure, no refund shall be payable and the full amount of the quote, including taxes, shall remain payable by the Client to the Organizer. The Client's non-participation in the Physical Event shall not entitle it to any compensation for any loss suffered.

In the event of the partial cancellation of the Event on grounds of force majeure, whereby the Event is held for a period shorter than that indicated herein or is held on a reduced surface area or in a place other than that indicated in the quote, this agreement shall not be terminated and the Parties shall meet as soon as possible to define the new financial conditions concerning the Physical Services.

15.3 If a force majeure event prevents the Organizer from providing the services of the Exhibitor's Pack, then the obligations of the affected Party related to the Exhibitor's Pack shall be suspended until the force majeure event ceases. Exhibitor's Pack services will then be made available at a later date, in particular by replay for those taking place "live". The amounts corresponding to the Exhibitor's Pack shall remain payable in full by the Client. Other Physical Services not affected by the force majeure event shall be carried out and the corresponding amounts indicated in the quote shall also remain payable.

No compensation shall be payable in connection with losses incurred due to the suspension of the Exhibitor's Pack services.

Article 16 -- Other grounds for cancellation

If an incident that does not meet the criteria for force majeure results in the total cancellation of the physical performance of the Event, then the Organizer shall refund the Client for the sums paid in respect of the Physical Services, excluding the stand fitting costs incurred on behalf of the Client by the Organizer with a third-party service provider as specified in the quote.

Sums not yet paid in respect of the Physical Services shall not be due to the Organizer, except for the stand fitting costs incurred on behalf of the Client by the Organizer with a third-party service provider as specified in the quote. However, the Organizer shall provide the services of the Exhibitor's Pack and the Client shall be required to pay the full price, including all taxes, not discounted in accordance with the quote. A failure to perform the Physical Services shall not result in any compensation for damages for any loss suffered.

Article 17 -- Data protection

17.1 In the context of their contractual relations, the parties undertake to comply with the applicable Data Protection laws. This term refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) as well as the texts adopted by the European Union and local laws that may apply to Personal Data processed under the Agreement. The data protection rules put in place by the Organizer are available at <https://vivatechnology.com/data-privacy/>.

The Organizer collects identification data (such as surname, first name, email, telephone number, position) relating to the Client's staff ("the Data") in connection with the registration files. The Client is informed that said Data are intended to enable the Organizer to manage its contractual relationships with its partners. The Client is informed that this Data may be used for marketing purposes in connection with the Event and/or disclosed to partner companies. In this event, the prior consent of natural persons not acting in connection with their professional activity is required and will be collected through the registration form ("opt-in" entry).

The Data are kept for three years after the end of the business relationship. However, data that can be used to establish proof of a right or contract, which must be retained with regard to compliance with a legal obligation, shall be kept for the period indicate by the law in force.

17.2 Clients who have sent registration applications to the Organizer in order to benefit from the Offers have a right to access, modify, delete, limit and transfer the data concerning them. This right is exercised free of charge by sending a request by email to support-it@vivatechnology.com or by post to MSL France/Viva Technology, 30-34 rue du Chemin Vert, 75011 Paris.

In the event of a problem in exercising its rights or for any complaint concerning the processing of its personal data, any data subject has the right to refer the matter to the CNIL.

Article 18: Social responsibility

The Organizer expects the Client to incorporate social and environmental concerns into its business activities. Accordingly, the Client undertakes to comply with the principles of diversity and equal opportunity in its employment and career management practices.

The implementation of an environmental policy aimed at reducing environmental impacts must be one of the Client's primary concerns. The Client therefore undertakes to take measures to reduce transportation, energy consumption and waste.

Article 19 – Anti-corruption measures

The Parties undertake to act in strict compliance with the laws and regulations applicable in France and abroad for combating corruption and influence peddling.

The Parties represent that they have not committed any act that constitutes corruption or is contrary to business and commercial ethics and could influence the conclusion of this agreement.

Article 20 – Applicable law and jurisdiction

20.1 These GTCS are subject to French law. If they are translated into another language and there is a contradiction between versions, the French version shall prevail.

20.2 The Client and the Organizer shall endeavor to resolve amicably any dispute or difficulty arising between them regarding the drafting, interpretation, performance or termination of these GTCS. If all prior attempts to reach an amicable solution fail, any dispute or problem arising from the drafting, interpretation, performance or termination of this agreement shall be submitted to the exclusive jurisdiction of the courts of Paris.

