

## GENERAL CONDITIONS FOR RENTAL AND SERVICES OF THE "MAISON DE LA MUTUALITE" CONFERENCE CENTRE

In the terms of this agreement, the company SEPM (Société d'Exploitation de la Maison de la Mutualité) is referred to as the "Vendor" and its customer, which designates any natural person or legal entity which is led to contract with the Vendor with a view to organising, for its own account or for that of a third party, in the premises of the Maison de la Mutualité, an event of any time whatsoever (the "Event"), is referred to as the "Customer".

These general conditions for rental and services (hereafter the "General Conditions of Rental") are applicable to all rentals of spaces and/or provisions of services provided by the Vendor in favour of the Customer. Any contract concluded between the Vendor and the Customer implies acceptance by the latter of these General Conditions of Rental and Services.

The Maison de la Mutualité is an exceptional building and the Vendor draws the attention of the Customer to the registration of a part of the building as an historic monument under the terms of the prefectural decree of 17 December 1949. In this respect, the Vendor particularly draws the attention of the Customer to the fact that this building cannot be the subject of any demolition, transformation or modification affecting its appearance.

### 1 – Contract

#### 1.1 - Modalities for the issuance of orders

The Customer has the obligation of specifying to the Vendor the date, nature and exact purpose of the Event as well as its title, the estimates of the number of persons envisaged and the time schedule for the occupation of the premises and of respecting them. Where applicable, the Customer will have to specify its show promoter's licence number, the Vendor reserving the right to request the supply of a copy of the application receipt for the renewal of the said licence.

The Vendor reserves the right to refuse the holding of any event in its premises, due to its nature, consequences or the risks which it is likely to present. In addition, the Vendor reserves the option of evicting the Customer from its premises, if the purpose of the Event does not correspond to that announced at the time of conclusion of the Contract(s).

In view of these conditions, the Vendor will send the Customer a quotation for the rental of space and/or the provision of incidental services (the "Quotation").

The Customer may in no case assign the benefit of the Quotation without the written agreement of the Vendor.

The Quotation is valid for the period specified on the said document. The order will only become firm and definitive after the despatch of the contract by the Vendor to the Customer, to which will be appended these General Conditions of Rental, returned signed by the latter to the Vendor and accompanied by payment of the initial amount, as provided for in point 1.4 below (the "Contract").

Considered as incidental are all services linked to the use of the equipment and facilities of the Maison de la Mutualité necessitating a good knowledge of the premises or specific technical knowledge of the said premises, equipment and/or facilities.

The equipment and facilities are those existing on the date of conclusion of the Contract or those which are the extension or adaptation for the Event of these existing facilities and/or equipment in strict compliance with the purpose of the Maison de la Mutualité, premises which are intended for fairs, shows, conferences, seminars, conventions, exhibitions and more generally any business events, the use for shows, general public events, cultural, sporting or other events, as well as the catering related to the events.

#### 1.2 - Obligations of the Customer concerning the Event

The title and purpose of the Event are contractual and cannot, without the agreement of the Vendor, be modified, it being understood that the Customer undertakes not to exercise, in the premises of the Conference Centre of the Maison de la Mutualité activities other than those which form part of the purpose defined in point 1.1 above. The Customer also undertakes to take all necessary measures to guarantee, on its own responsibility, compliance with these contractual commitments.

In the event that the Event is subject to declaration formalities referred to in Articles L. 762-1 to 762-3, R.762-1 to R.762-14 and A.762-1 to A.762-18 of the Commercial Code relating to the prior declaration regime for commercial events, the Customer will have to directly make the declarations necessary for the holding of the Event and provide all the information necessary for the declaration by the Vendors within a deadline which must not be less than sixty working days prior to the date of entry into the premises.

In the event of modification and/or additions to the information already supplied, the Customer undertakes to so inform the Vendor as quickly as possible and in any event no later than thirty days prior to the date of entry into the premises, with the Customer being responsible for forwarding them to the Prefecture if applicable.

In any event, the Customer will remain solely responsible for the accuracy and completeness of the information provided.

Consequently, the Vendor reserves the right to make a claim against the Customer if it is pursued on the grounds that the information forwarded by this latter, particularly for the requirements of the declaration of the annual schedule of commercial events should be inaccurate, incomplete and/or falsified.

In this regard, the Contract will be terminated immediately and automatically due to fault by the Customer, as a result of an absence of declaration or a refusal to authorise the Event by the Prefecture in accordance with the conditions defined in Article 10 below.

#### 1.3 - The Vendor provides the Customer with the following documents:

- the TSSC (Technical Specifications and Specific Clauses),
- the technical data sheets(s)
- The Contract comprising the elements in the Quotation and these general conditions of Rental and Services in two original copies under the terms of which are specified the modalities for payment established jointly between the Parties.

#### 1.4 - Payment terms

Any Contract for which the amount excluding tax is equal to or less than € 6,000 will be settled in a single payment on signature of the Contract. In other cases, the Customer will pay to the Vendor on conclusion of the Contract(s):

- 30 % of the total tax-inclusive price of the Contract, if this conclusion occurs more than six months prior to the date of the Event,
- 40 % of the total tax-inclusive price of the Contract, if it occurs between six and three months prior to this date,
- 70 % of the total tax-inclusive price of the Contract, if it occurs between three and one months prior to this date,
- 100 % of the total tax-inclusive price of the Contract, if it occurs less than one month prior to this date.

In all cases, the balance must be paid in full no later than thirty days prior to the holding of the Event. Failing payment of the total price of the Contract before this date, the Vendor shall be entitled to terminate in full right the Contract after a formal notice to pay sent to the Customer remained unsuccessful during five days. In such case, the total amount of the Event is due in full right by the Customer to the Vendor.

In any event, the balance of any invoices which are not settled prior to the Event is payable on receipt without discount.

The invoices(s) mention the date on which the payment must be made, without discount.

The Vendor accepts the following payment methods, denominated in Euros: Bank and post office cheques, bank transfer (with costs borne by the Customer).

In addition to the provisions of article 10.2 below, any late payment of the amounts due by the due date, howsoever arising, by the Customer and for any reason whatsoever, will (following formal notification), incur late payment interest charges calculated using the rate of interest applied by the Central European Bank to its most recent main refinancing operation, increased by ten (10) percentage points without being less than three (3) times the legal interest rate in force on this date (based on the due date, the CEB rate applicable during the first half of the year concerned shall be the rate in force on the 1 January of that year and that applicable during the second half will be the rate in force on the 1 July of that year). The Customer will also be liable for a fixed fee for recovery costs in any commercial transactions provided for in articles L. 441-6 and D. 441-5 of the Commercial Code, as well as, on presentation of receipts, any additional compensation.

#### 1.5 - Cancellation/Modification of the Contract

With the exception of any fault by the Vendor, any total or partial cancellation of the Contract will give rise to the payment of the following sums by the Customer to the Vendor:

- 100 % of the total price of the Contract, if the cancellation occurs less than three months prior to the date of setting up the Event,
- 70 % of the total price of the Contract, if the cancellation occurs between three and six months prior to the date of setting up the Event,
- 50 % of the total price of the Contract, if the cancellation occurs more than six months prior to the date of setting up the Event,

In any case, the entirety of the sums already paid or payable on the date of cancellation will remain the property of the Vendor and the sums remaining to be paid will be payable within ten days following the cancellation.

For the catering services, a confirmation of the definitive quantities will have to be provided by the Customer to the Vendor no later than seventy-two working hours prior to the date of the Event and within the limits of + or -10% of the contractual quantities. After this period, any reduction will be 100 % payable.

#### 1.6 - Additional orders

Any additional order will be the subject of a quotation, which will have to be accepted in accordance with the conditions referred to in Article 1.1 above.

In the event of an additional order issued with effect from the 1<sup>st</sup> date of the Event, the Customer will indicate to the Vendor the name of the person authorised to sign and undertake expenses on its behalf and will have to be paid in cash at the same time as the issuance of the said order.

Any additional order for services, issued during the fifteen days preceding the 1<sup>st</sup> day of setting up of the Event, will be subject to a 15% surcharge on the tax exclusive price in force. The latter will be paid in

accordance with the same modalities and payment schedules as the initial order.

#### 1.7 - Guarantee deposit

The Customer will supply the Vendor with a "security deposit cheque" on conclusion of the Contract, for which the amount will vary depending on the number of participants:

From 1 to 99 persons	€5,000.00 excluding tax
From 100 to 999 persons	€10,000.00 excluding tax
More than 1,000 persons	€15,000.00 excluding tax

After deduction for the cost of any repair works as indicated in Article 3 below, this sum will be returned to the Customer within fifteen business days following the end of the Event.

## **2 – Insurances – Guarantees**

The Customer will be obliged to supply the insurance certificates required in respect of this article at the time of signature of the Contract, as well as within the thirty days which precede the start of the Event in order to ensure that the said certificates are up-to-date. Failing this, the Vendor will not be bound by any commitment in respect of the Contract.

2.1 - The Vendor and the Customer declare that they have taken out a "Multi-risk" insurance policy covering their property and movable assets which are entrusted to them for any losses resulting from fire, explosions and similar events, natural catastrophes, water damage, theft, vandalism occurring during the rental period and/or availability period.

The Customer's insurance policy must also cover the furniture in the rented property as well as any equipment entrusted or rented as part of the Contract. The Vendor will be the priority recipient, in this respect, of any compensation to be paid by the Customer's insurer.

The Customer must prove to have taken out or be the beneficiary of cover in respect of any such damage, by providing a certificate specifying the amount of his cover. He has an obligation to pay compensation for any damages caused on production of an invoice issued by the Vendor as indicated in article 3 below.

The Vendor and the Customer declare that they shall waive the right to recourse between them and obtain the same mutual waiver from their insurers, purely for the damages covered by their insurance policy.

In the event of a shortfall in, or lack of, insurance cover, the defaulting party will be in contravention of statutory regulations.

Regarding any other moveable property of the Customer (in his capacity as owner or caretaker in any way whatsoever) not forming part of this Contract, but which the Customer might install in the areas rented for the duration of the Event, the Customer waives the right to recourse against the Vendor and his insurers for any damages whatsoever resulting from any occurrence whatsoever. He will obtain from his insurers the same waiver of recourse against the Vendor and his insurers.

#### 2.2 - Risk of cancellation or termination

It is expressly agreed that the Customer will subscribe, on signature of the Contract, an insurance policy against any risk of cancellation, resolution or termination of the said Contract or of all or part of the Event(s), regardless of the reason, even in cases of force majeure, without a deductible, in such a way that the Vendor is fully covered against the financial loss resulting therefrom (including compensation or undertakings). The said cancellation policy, subscribed by the Customer, will include a delegation of insurance payouts in favour of the Vendor for the entirety of the Contract price and all other sums due in application of this agreement. The subscription to this insurance policy is a substantial and determining condition, without which the Vendor would not have concluded the Contract.

#### 2.3 - Guarantees

In addition, the Customer guarantees the Vendor against any financial consequences which may result for this latter from any contractual or quasi-criminal fault resulting from the behaviour of its own contracting parties (artists, partners, companies, etc.), subcontractors or the general public, except in the event that the damage may result from the execution of services provided by the Vendor, directly or indirectly by the intermediary of subcontractors, this latter then being responsible for the guarantees to be imposed on its subcontractors.

It is especially agreed that in the event of non-conformity of the equipment or personnel put in place by the Customer, the latter undertakes to guarantee the Vendor against all the financial consequences which may result for this latter from proceedings based in particular on breaches of the regulations both in respect of the public authorities and of third parties and particularly the general public visiting the Event.

## **3 – Liability of the Customer**

The Customer is solely responsible for its Event, both with regard to participants, exhibitors, service providers mandated by it, visitors or guests, and to the Vendor and it is incumbent on it to ensure compliance with the provisions set out in this document and to ensure publication thereof. Consequently, it will be obliged to ensure the compliance of the purpose of its Event with the legislative and regulatory provisions in force. It will be personally responsible for obtaining the authorisations necessary for the holding of its Event and more particularly, without this list being exhaustive, for the sale of alcoholic or other drinks, for the late opening of the Event, for the playing of music by making the

necessary declarations to the SACEM, to the free provision of the intellectual property rights, signs, trademarks, etc., utilised as part of the Event.

The Customer declares that it submits to the legal and regulatory restrictions in force which may apply to the Event which it is organising and declares in this respect that it complies and will ensure scrupulous compliance with the said prescriptions in force, particularly concerning the roadways, cleanliness, police, noise, health, safety and inspection of the work, such that the liability of the Vendor can never be sought. In application of the provisions set out in the Intellectual Property Code, the Customer also undertakes, in the event of the playing of musical and audiovisual works, to declare the event to SACEM and to SPRE (Society for the Collection of Equitable Payments) where applicable - and to directly settle all the fees with the bodies concerned. The Vendor declines any liability concerning the organisation of the Event, and the related taxes, fees and royalties to the paid thereon.

The Customer will be obliged, at the request of the Vendor, to provide any document emanating from SACEM or others certifying that the organiser has indeed proceeded, in compliance with the Intellectual Property Code, with the declaration of the event to the relevant department of SACEM and has concluded the general performance contract".

It will be obliged to demonstrate, in writing, to the Vendor, no later than one month prior to the opening of the Event and for obtaining these authorisations.

The Customer will remain solely responsible, both in criminal and civil terms, for any consequences of a lack of authorisation, without it being able to seek the liability of the Vendor for any reason whatsoever.

However, it undertakes to notify and guarantee the Vendor against all the prejudicial consequences which may result, for the latter, from non-compliance with the above-mentioned provisions.

The Customer which installs the sound equipment is the guarantor of its compliance with Decree no. 98-1143 of 15 December 1998 as modified by decree 2007-1467 of 16 October 2007 relating to the prescriptions applicable to establishments or premises open to the general public and habitually playing amplified music and engages its liability in the event of any breach or any claim by a third party.

During the shows, the Customer undertakes to comply and to ensure compliance by its employees with the sound level limit, as it is defined by the provisions of the above-mentioned decree.

In the event of excess sound levels, the Vendor reserves the right to ask the Customer to make the necessary modifications.

Any damage observed after the holding of the Event will be invoiced to the Customer. Any damage, deterioration, loss or breakage observed by the Vendor during the effective period of the provision of the premises (periods of installation and removal included) will be invoiced to the Customer, except if its origin is the fault of the Vendor. The payment of the invoice for the repair of deterioration and damages must be made on receipt of the said invoice. The repairs necessary for restoration will be organised and carried out by the Vendor, in compliance with the regulations applicable to all classified or registered historic monuments, at the exclusive expense of the Customer. The costs of restoration of the premises following damages resulting from the installation of the equipment ordered by the Customer from the Vendor will be exclusively borne by the Customer.

## **4 – Liability of the Vendor**

4.1 - The Vendor guarantees the compliance of its premises and its ancillary services with the technical data sheets.

The Customer will verify this conformity prior to any utilisation. No claim may be made after the supply of the equipment, premises and/or execution of the services.

4.2 - In the event that, at the time of the execution of the Contract, the liability of the Vendor should be sought, in any respect and for any reason whatsoever, all losses combined and in particular direct and indirect losses (including intangible prejudices), this will be strictly limited to a sum equal to no more than the price or the portion of the price indicated in the Contract, judicially acknowledged as being non-executed or defective, without this sum being able to be greater than the coverage limits of the insurance contract of the Vendor, limits which the Vendor will provide to the Customer upon request.

## **5 – State of the premises**

The Customer will be presumed to have taken the premises in good condition and will therefore be liable to hand them back in the same state. Therefore as a consequence of this obligation and prior to the provision of the premises, a property inspection report will be prepared in the presence of both parties and a further report in the presence of both parties will also be prepared following the Event, or in the event of their absence, by a bailiff, the bailiffs report being binding on both parties.

Where no entry inspection report is prepared, the Customer will be presumed to have taken the premises in good condition and will therefore be liable to return them in the same state. No claim may be made after the provision of the equipment or the performance of the services. Any damage, deterioration, loss or breakage observed by the Vendor during the effective period of the provision of the premises (periods of installation and removal included) will be invoiced to the Customer, except if its origin is the fault of the Vendor. The payment of

the invoice for the repair of deterioration and damages must be made on receipt of the said invoice.

## 6 – Provisions of services

In view of the overlapping of the networks in the building, and of the excellent knowledge which it has of the buildings and its equipment and facilities, the Vendor is the exclusive supplier to the Customer in the areas of:

- Hostesses,
- Security,
- Cleaning and waste management,
- Technical support for the site equipment,
- Supplies of electricity and installation of electrical distribution,
- Telecommunications and networks,
- Technical mountings,
- Water supply,
- Catering, refreshment breaks and bar.

## 7 - Invoicing of overtime hours

7.1 - Prices indicated on the Quotation by the Vendor are excluding taxes and will be increased by value added tax in force, according to the legal provisions in force.

7.2 - Any utilisation of the leased premises and/or any provision of staff outside the periods appearing on the quotation will be invoiced to the Customer, based on the hourly rate in force.

## 8 – Use of the premises

8.1 - The Customer can only use the rented premises in conformity with the Contract and in compliance with the rooms which constitute it, which it undertakes to have complied with by any service provider company of whose services it made use and for which it stands as guarantor.

The Customer undertakes not to exceed the geographical space imposed by the service formula selected.

The Customer is responsible for compliance with the safety standards in force applicable to all the equipment which it installs within the confines of the theatre.

The Customer will inform the Vendor of the features of the equipment that it wishes to install.

In the event of non-compliance with the conditions specified in the documents constituting the Contract by the Customer, concerning the provision and setup of additional changes, special equipment or facilities, the Vendor will automatically proceed with the removal of the referenced items, at the expense, risks and perils of the Customer, without prejudice to any additional compensation which the Vendor may claim from it.

### 8.2 - Safety

Throughout the period of use of the premises, the Customer must comply with and ensure compliance by persons participating in the Event (visitors, exhibitors, service providers, etc.) under its responsibility with the provisions of the CCTP (book of special technical clauses), as well as any other document provided by the Vendor and dealing with the organisation of security, parking, and more generally the progress of the Event within the premises provided.

## 9 – Conditions of access to and the use of the electric, internet, Wifi and wireless networks

9.1 - For safety reasons, only people authorized by the Vendor are allowed to carry out work on the electrical networks at the Maison de la Mutualité, and to open units and cabinets, which must remain accessible at all times, whilst being out of the reach of the general public. The provision of power cannot be guaranteed against any micro-power outages and/or power cuts attributable to the electricity provider.

### 9.2 - Internet access / Wifi service

The Customer undertakes to use the internet/Wifi service in accordance with applicable legislation.

The Vendor cannot be held responsible in any way whatsoever for messages, information, files, contents or signals sent and/or received by the Customer as part of the internet/Wifi service provided by the Vendor, nor for the possible illegal nature of any sites and contents visited, consulted or put on line by the Customer whilst using his service. As a consequence, the Vendor is covered by the Customer for any damages, whether direct or indirect, material or immaterial caused by the latter's use of the internet/Wifi service.

The Customer declares that he is aware of the technical specifications and the vagaries linked to the time for response, download, consultation and other operations carried out on the internet via the internet and Wifi service; the very structure of the network preventing the determination of the speed of the recipient, the path taken by data and the availability rate of the bandwidth.

The Customer acknowledges that he has been warned of the risks regarding breaches of the security and confidentiality of information sent and/or received via the internet. The Customer is solely responsible for the measures for protecting the security and confidentiality of his information, content and applications in respect of his use of the internet and Wifi service. In addition, any connection to the internet and Wifi service using the log-in allocated to the Customer is considered to have been made by him.

### 9.3 - Wireless network

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Any installation by the Customer of a wireless network (such as Wifi, Edge etc.) is forbidden within the confines of the Maison de la Mutualité.

## 10 - Suspension of the Obligations - Early termination of the Contract by the Vendor

10.1 - The Vendor reserves the option to suspend its obligations in the event of a failure by the Customer to fulfil any of its obligations referred to under the terms of the contract. If no modification occurs, allowing the continuance of the obligations by the Vendor after a formal notice sent to the Customer remains unanswered during a period of two (2) days, the Vendor will be entitled to automatically terminate this Contract by registered letter with acknowledgement of receipt sent to the Customer. The termination will then take effect on the date of first presentation of the said letter, the postal date stamp being considered as proof.

The financial consequences of this termination will be settled in application of the provisions relating to the cancellation of the Contract as set out in point 1.5 above.

10.2 - Furthermore, the failure to make payment on one of the above-mentioned due dates referred to in 1.4 above will give rise to the option, for the Vendor, to immediately and automatically terminate the Contract without prior formal notice and all to prohibit access to its premises for the Event, and this without any compensation for the Customer, regardless of the consequences for the Customer. The sums already paid by the Customer to the Vendor will remain the property of the latter by way of a penalty clause. The termination will be notified by the Vendor to the Customer by the despatch of a registered letter with acknowledgement of receipt and will take effect on the date of its first presentation, the postal date stamp being considered as proof.

## 11 - Force majeure

11.1 - The Vendor will not be liable for any compensation in the event of the occurrence of an event of force majeure or a chance event as defined in Article 1148 of the Civil Code.

In the event of an administrative closure imposed by serious events and/or decided by an authority holding powers in the areas of safety and government policy, the Customer will be refunded for the down-payments made, after deduction for costs incurred by the Vendor for the preparation of the Event.

11.2 - It is expressly agreed between the Parties that the threat, fear or the commission of a terrorist act are part of force majeure as referred to in this contract. It being understood that the sums paid by the Customer to the Seller on the date of the occurrence of force majeure will be acquired by the Seller.

## 12 – Intellectual property

12.1 - The Vendor will make available to the Customer the items necessary for the use of its logo and brands. This utilisation will be solely limited to the Event which is the subject of the Contract and which will take place at the Conference Centre of the Maison de la Mutualité. Any other utilisation of the "Maison de la Mutualité" brand outside of the Event and other than the logo supplied by the Vendor to the Customer will be subject to a prior written request on the part of the Customer and a written authorisation from the Vendor.

12.2 - Other than the authorisations granted above, the reproduction, adaptation and more generally use of any intellectual property right belonging to the Vendor, such as in particular the "Maison de la Mutualité" brand for any purpose whatsoever and on any medium whatsoever is prohibited.

## 13 - Applicable law – Competent jurisdiction

**THESE GENERAL CONDITIONS FOR RENTAL AND SERVICES AS WELL AS SALES AND ANY CONTRACT CONCLUDED BETWEEN THE VENDOR AND THE CUSTOMER ARE SUBJECT TO FRENCH LAW. ANY DISPUTE WHICH MAY ARISE BETWEEN THE VENDOR AND THE CUSTOMER RELATING TO THE FORMATION AND/OR INTERPRETATION AND/OR EXECUTION AND/OR TERMINATION OF THIS AGREEMENT AND/OR ANY CONTRACT CONCLUDED BETWEEN THE VENDOR AND THE CUSTOMER WILL BE SUBJECT TO THE EXCLUSIVE COMPETENCE OF THE PARIS COMMERCIAL COURT, EVEN IN THE EVENT OF A GUARANTEE CALL OR A PLURALITY OF DEFENDERS, INCLUDING ANY DISPUTE RELATING TO THE TERMINATION OF THE CONTRACT OR OF ANY COMMERCIAL RELATIONSHIP IN RESPECT OF WHICH IT WOULD BE TAKEN INTO CONSIDERATION AND APPLICATION OF THE PROVISIONS OF ARTICLE L. 442-6 OF THE COMMERCIAL CODE.**

## DATE AND SIGNATURE OF THE CUSTOMER