

statutární město Ostrava
...agistrát

Smlouva

Smlouva o spoluvystavování a prezentaci na veletrhu MIPIM 2020

uzavřená podle § 1746, odst. 2 a násl. zákona č. 89/2012 Sb., občanský zákoník

Číslo smlouvy: 0656/2020/OSR

Statutární město Ostrava
Prokešovo náměstí 8, 729 30 Ostrava

Kinstellar, s.r.o., advokátní kancelář
Na příkopě 1096/19, Staré Město, 110 00 Praha 1

zastoupené primátorem,
Ing. Tomášem Macurou, MBA

zastoupená prokuristkou JEDNATELEM
Mgr. Klárou Štěpánkovou /
LUKAŠEM ŠEVČÍKEM

IČO: 00845451
DIČ: CZ00845451 (plátce DPH)
Peněžní ústav: Česká spořitelna a.s.,
okresní pobočka Ostrava

IČO: 26423782
DIČ: CZ26423782
Peněžní ústav: Citibank Europe plc

dále jen **vystavovatel**

dále jen **spoluvystavovatel**

Obsah smlouvy

čl.I.

Základní ustanovení

1. Smluvní strany prohlašují, že údaje uvedené v záhlaví této smlouvy odpovídají skutečnosti v době uzavření smlouvy. Změny údajů se zavazují bez zbytečného odkladu oznámit druhé smluvní straně.
2. Vystavovatel je na základě smlouvy ze dne 17. 7. 2019 uzavřené s organizátorem veletrhu MIPIM 2020, společností REED MIDEM (SAS), se sídlem 27-33 Quai Alphonse Le Gallo - 92100 BOULOGNE-BILLANCOURT (FRANCE), DIČ VAT number FR91 662 003 557. (dále také jen „organizátor“), oprávněn užívat výstavní plochu č. P-1 označenou číslem P-1.D64 / P-1.E65 ve festivalovém paláci, o velikosti 100m² na mezinárodním veletrhu realit a nemovitostí MIPIM 2020 v Cannes (Francie), ve dnech 10 – 13. března 2020 (dále též „Veletrh“).
3. Účelem uzavření této smlouvy je zajištění spoluvystavování a společné prezentace smluvních stran v rámci Veletrhu.

1. Vystavovatel se zavazuje umožnit spoluvystavovateli spoluvystavovat ve dnech 10. – 13. března 2020 na Veletrhu, tj. spoluužívat stánek; na výstavní ploše č. P-1 označené číslem P-1.D64 / P-1.E65 ve festivalovém paláci, o velikosti 100m² na Veletrhu a využívat technické zázemí, a dále se zavazuje poskytnout spoluvystavovateli následující služby v rozsahu „Partner“:
 - i. Umístění loga spoluvystavovatele s logy ostatních spoluvystavovatelů na stánku.
 - ii. Vystavení tištěných prezentačních materiálů, 2 druhy o max. rozměru A4.
 - iii. Umístění loga spoluvystavovatele v pozvánce vystavovatele
 - iv. Využití stánku pro delegaci vč. zázemí; využití barových služeb pro jednání (káva a nápoje dle nápojového lístku).
 - v. Využití jednacích stolků na stánku pro jednání spoluvystavovatele.
2. Spoluvystavovatel se zavazuje vystavovateli zaplatit cenu v souladu s čl. III. této smlouvy.

čl.III.

Cena a platební podmínky

1. Cena za prezentaci spoluvystavovatele na Veletrhu včetně umožnění užívání části výstavní plochy a poskytování služeb s tím souvisejících v rozsahu dle bodu 1 čl. II. této smlouvy činí:
50 000,- Kč + DPH v zákonem stanovené výši (dále jen „Cena“).
2. Cena je dohodnutá jako cena nejvýše přípustná, jednorázová a neměnná a platí po celou dobu účinnosti této smlouvy.
3. Cena zahrnuje úhradu služeb dle bodu 1 článku II. Předmět této smlouvy.
4. Daň z přidané hodnoty bude vyúčtována v souladu s platnými předpisy EU a České republiky.
5. Vystavovatel vystaví do tří dnů od nabytí účinnosti této smlouvy spoluvystavovateli daňový doklad, který musí obsahovat náležitosti stanovené platnými právními předpisy, přičemž se sjednává 10-ti denní doba splatnosti, která začíná běžet ode dne doručení faktury spoluvystavovateli. Datum uskutečnění zdanitelného plnění bude shodné s datem vystavení daňového dokladu.
6. Nebude-li faktura obsahovat některou povinnou nebo dohodnutou náležitost, bude-li nesprávně vyúčtována Cena nebo nesprávně uvedena DPH, je spoluvystavovatel oprávněn fakturu před uplynutím doby splatnosti vrátit vystavovateli k provedení opravy. Ve vrácené faktuře vyznačí důvod vrácení. Vystavovatel provede opravu vystavením nové faktury. Ode dne odeslání vadné faktury přestává běžet původní doba splatnosti. Celá doba splatnosti běží opět ode dne doručení nově vyhotovené faktury spoluvystavovateli.
7. 10-ti denní doba splatnosti platí pro obě smluvní strany i při placení jiných plateb (např. úroků z prodlení, smluvní pokuty, náhrady škody aj.).
8. V ceně dle odst. 1 tohoto článku nejsou zahrnuty poplatky/náklady Veletrhu. Tyto poplatky/náklady budou fakturovány/refakturovány vystavovatelem spoluvystavovateli v českých korunách na základě reálně vynaložených nákladů – na základě pevného kurzu vystavovatele, platného v den zdanitelného plnění vyúčtovací faktury obdržené vystavovatelem. Sjednává se 10-ti denní doba splatnosti, která začíná běžet ode dne doručení faktury spoluvystavovateli. Jde zejména o:
 - a/ - registraci spoluvystavovatele u organizátora výstavy,
 - b/ - vstupy delegátů.
9. Povinnost zaplatit je splněna dnem připsání příslušné částky na účet vystavovatele, uvedený v záhlaví této smlouvy.

10. Náklady spojené s pobytem, cestou a akreditací zástupců spoluvystavovatele nese spoluvystavovatel sám a tyto náklady nejsou zahrnuty v Ceně uvedené v odst. 1 tohoto článku.

čl.IV.

Práva a povinnosti smluvních stran

1. Spoluvystavovatel má právo se účastnit všech akcí pořádaných v rámci expozice vystavovatele na veletrhu.
2. Smlouvu lze ukončit:
 - písemnou dohodou smluvních stran
 - odstoupením v souladu s ustanovením § 2001 a násl. zákona č. 89/2012 Sb., občanský zákoník.
 - jinými způsoby stanovenými v platných právních předpisech
3. Spoluvystavovatel je povinen dodržovat „Návštěvní řád a pravidla pořadatele“, jež je přílohou č. 1 této smlouvy a jiné pokyny, jež mu budou sděleny Organizátorem veletrhu MIPIM 2020.
4. Vystavovatel je oprávněn umožnit spoluvystavování spoluvystaviteli pouze na podkladě schválení organizátora. Uvedené bere spoluvystavovatel na vědomí. Potvrzení o tomto schválení spoluvystavovatele spoluvystavovatel předá vystavovateli po obdržení tohoto schválení od organizátora. Strany smlouvy si sjednávají rozvazovací podmínku pro případ, že organizátor neschválí spoluvystavovatele, tj. v případě neschválení spoluvystavovatele organizátorem tato smlouva zaniká a strany jsou si povinny vrátit vzájemné plnění poskytnuté na podkladě této smlouvy.

čl.V.

Závěrečná ujednání

1. Tato smlouva nabývá účinnosti dnem uveřejnění v registru smluv.
2. Změnit nebo doplnit tuto smlouvu mohou smluvní strany pouze formou písemných dodatků, které budou vzestupně číslovány, výslovně prohlášeny za dodatek této smlouvy a podepsány oprávněnými zástupci smluvních stran.
3. Strany berou na vědomí, že k nabytí účinnosti této smlouvy je vyžadováno uveřejnění v registru smluv podle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování některých smluv a o registru smluv (zákon o registru smluv). Zaslání do registru smluv zajistí Statutární město Ostrava.
4. Smluvní strany se dále dohodly ve smyslu § 1740 odst. 2 a 3, z. č. 89/2012 Sb., občanského zákoníku, že vylučují přijetí nabídky, která vyjadřuje obsah návrhu smlouvy jinými slovy, i přijetí nabídky s dodatkem nebo odchylkou, i když dodatek či odchylka podstatně nemění podmínky nabídky.
5. Ustanovení obchodních zvyklostí se pro výklad této smlouvy použijí až po ustanoveních zákona č. 89/2012 Sb., občanský zákoník, či jiných právních předpisů.
6. Smlouva se vyhotovuje ve čtyřech stejnopisech s platností originálu, z nichž vystavovatel obdrží tři a spoluvystavovatel jedno vyhotovení.
7. Smluvní strany se dohodly, že ke komunikaci ve věcech týkajících se této smlouvy jsou oprávněny jednat tyto osoby:
 - za vystavovatele: Ing. Václav Palička, vedoucí odboru strategického rozvoje, e-mail: v[redacted]

Statutární město Ostrava

magistrát

PhDr. Adéla Koudelová, vedoucí oddělení marketingu, e-mail

Smlouva

za spoluvystavovatele: Martin Krčmář, asistent marketingu

8. Smluvní strany shodně prohlašují, že si tuto smlouvu před jejím podpisem přečetly, že byla uzavřena po vzájemném projednání podle jejich pravé a svobodné vůle, určitě, vážně a srozumitelně.
9. Pro případ, že ustanovení této smlouvy oddělitelné od ostatního obsahu se stane neúčinným nebo neplatným, smluvní strany se zavazují bez zbytečných odkladů nahradit takové ustanovení novým. Případná neplatnost některého z takovýchto ustanovení této smlouvy nemá za následek neplatnost ostatních ustanovení.
10. Doložka platnosti právního jednání dle § 41 zákona č. 128/2000 Sb., o obcích, (obecní řízení), ve znění pozdějších předpisů: O uzavření této smlouvy rozhodla na straně vystavovatele rada města usnesením č. 03252/RM1822/48 ze dne 18.2.2020.

Za vystavovatele

Za spoluvystavovatele

Datum: 07.07.2020

Datum: 26.2.2020

Místo: Ostrava

Místo: Praha

Ing. Tomáš Macura, MBA
primátor

JEDNATEL

Your Contract

City of Ostrava

COMPANY NAME

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10 RULES

1. GENERAL PROVISIONS

The provisions of these Rules (the "Rules") shall apply to any individual or legal entity (such as exhibitors, sponsors, visitors, speakers, journalists, advertisers and service providers) (the "Participants") who requests admission or is invited to the professional events organized by Reed MIDEM (a French société par actions simplifiée (simplified limited company) with share capital of €610,000, having registered office located at 27, 35 Quai d'Anvers Le Galo, 92100 Boulogne-Billancourt, France, and registered with the Fichier Trade and Companies Register under number 662 005 357) (the "Organiser"). These Rules shall also apply to any other parties who contract with the Organiser. Where applicable, the goods and services provided by the Participants at the event (the "Event") shall be offered only to meet the requirements of any individual or legal entity whose direct and indirect interests are related to the sector promoted by the Event as defined in the participation contract. The Organiser reserves the right to refuse to contract with any person whose business is not directly related to the sector promoted by the Event or for any other reasonable grounds such as a dispute etc.

2. ACCEPTANCE OF CONTRACT DOCUMENTS

Signature of any participation contracts and/or any admission to the Event shall be deemed the Participants' total and complete agreement with and acceptance of the provisions of these Rules, the relevant participation contracts (the Code of Conduct, the specifications of the operator of the Event, venue operator) (the Event venue being defined as the venue where the Event takes place as indicated in the participation contract) and/or any other venue as the Organiser may decide (the "Event Venue") and in the case of Exhibitors (an "Exhibitor") is defined as any Participant who holds a stand and/or assigned location at the Event; the Exhibitor's Technical Manual and the insurance policies that the Organiser takes out on behalf of the Exhibitor (hereinafter collectively the "Contract Documents") all of which may be downloaded online from the Event website. Accordingly, the Participant undertakes to comply with the Contract Documents as well as with any health and safety measures which may be imposed by the relevant public authorities of the operator of the exhibition space and/or the Organiser and to cause its employees and service providers to comply therewith. No amendments or reservations may be made by the Participant to the Contract Documents in any manner whatsoever.

3. AMENDMENTS TO AND PRIORITY OF THESE RULES

The Organiser reserves the right to decide on all matters not covered by these Rules and to add new, immediate, applicable provisions to cover such matters and any matters not otherwise dealt with by the general regulations governing commercial events which are posted on the website of the Organiser. The Organiser shall notify the Participants thereof as necessary. These Rules shall prevail over any other terms that Participants may seek to impose or incorporate, or which are implied by trade custom, practice or course of dealing, in the event of a discrepancy between the French and/or any other translated versions of the Rules, the French version shall prevail.

4. POSTPONEMENT OR CANCELLATION OF EVENTS

Under the case of any registration issues, Participants shall assume all risks associated with the non-occurrence of the Event and, in particular, they shall bear costs they may have chosen to incur in anticipation of the Event. In the case of cancellation of the Event, Participants may be refunded any amounts paid prior to the cancellation. In the case of cancellation because of a force majeure event, as set out in the "Limitation of Liability and Force Majeure" below, Participants shall be refunded an amount equal to sums already paid less direct costs incurred by the Organiser in preparing the Event, i.e. the costs and expenses (inclusive of any non-recoverable VAT or any other applicable tax) on stands properly attributable to the one of the venue, the management, promotion (including audio-visual, campaigns) and operation of the Event (the "Direct Costs"). If the Event is postponed, the amount of the deposit or participation fee paid by Participant shall be carried over in view of their participation in the Event.

5. ADMISSION REQUIREMENTS

Persons under the age of 18 may not be admitted to the Event, except with the Organiser's prior written authorisation. The Organiser reserves the right to refuse entry to or to have expelled, temporarily or permanently, any Participant whose presence, conduct or behaviour threatens the image, peace or safety of the Event and/or of the other Participants and/or of the Organiser and/or the integrity of the site. In such case, the Participant shall be reimbursed the share of sums already paid on a pro-rata basis according to the remaining period of the Event. To gain admission to the Event Participants must show an admission pass which the Organiser shall issue free of charge or for consideration in accordance with its own procedure. The distribution, reproduction or sale of admission passes in preference to any person other than the Participant to derive a profit therefrom is strictly forbidden and may be liable to prosecution. Due to the international nature of the Event, Participants shall:

- Ensure that their participation is neutral in terms of political, ideological or religious expression.
 - Not create disturbances (visual, audio, olfactory or of any other nature) to the organisation of the Event, the other Participants (whether or not in the adjoining stands) or the public, either at their stand, in the adjoining space assigned to them within the venue or in the vicinity of the Event.
- Otherwise, the Organiser reserves the right to impose penalties, including refusing admission to the Event.

6. ACCREDITATION OF PARTICIPANTS' EMPLOYEES

Participants may accredit only their full-time employees from a single establishment in a single country. The Organiser may, at any time, request documentary evidence thereof. In the event a Participant accredits any person who does not meet the foregoing requirements, they shall be required to pay the registration fee applicable to visitors, as specified in the participation contract.

7. ADVERTISING

The Organiser reserves the exclusive right to post advertising and other marketing materials and operate promotions in the venue where the Event is held and in the immediate surrounding area. A. forms of advertising are strictly forbidden, with the exception of advertising that uses the media defined below: the advertising spaces that the Organiser assigns and the advertising materials displayed within the Exhibitor's stand. In the event of non-compliance with these requirements, the Organiser may remove such advertising at any time without prior notice. Participants shall not in any form whatsoever display products or services or advertise companies or businesses that are not Participants, without the Organiser's prior written authorisation. Furthermore, the distribution of leaflets, brochures, flyers or documents of any type for promotional or any other purposes is strictly limited within the Event venue and the immediate surrounding area and is subject to the Organiser's prior authorisation. Participants shall not in any manner whatsoever advertise any practitioner or establishment that is a member of a regulated profession for which the national and/or official organisation that represents the profession prohibits advertising.

8. SPONSORING

Certain of the Organiser's events may be sponsored by Participants pursuant to the terms and conditions set forth in the relevant participation contract which specifies the characteristics of the event. Unless otherwise stated, such sponsorships are non-exclusive. In the event that more than one Participant sponsors the same event, the Organiser shall promote the Participants in proportion to their respective contributions. The Organiser reserves the right in its absolute discretion to modify the characteristics of the event or to require the Participants to modify the materials intended to be distributed, in particular, due to legal requirements and/or for reasons related to the

general organisation of the Event and/or, more broadly, in the interest of all Participants. The Organiser shall, do its utmost to notify the Participants in question beforehand, except in the event of pressing needs compelling the Organiser of such.

9. PHOTOGRAPHY AND FILMING (AUDIO AND VIDEO)

The Organiser may prohibit the taking of photographs and/or the making of audio and video recordings by Participants who have not received accreditation from the Organiser for such purpose. Only photographers (camera men) who have received written authorisation from the Organiser for such purpose shall be allowed to operate in the Event venue. A copy of their photographic prints and/or audio and video recordings shall be provided to the Organiser upon request. Unless Participants expressly refuse consent in advance, Participants authorise, free of charge, the Organiser and its partners to photograph and/or record the voice and image of the Participant(s), the stands or specific articles displayed within stands, distribute said photos and/or recordings to third parties and to communicate them to the public in the whole world, which may be presented (in particular in the form of file or display, broadcasting, reproduced without limit as to the number of reproductions and published in the whole world for a period of five (5) years, in any format, using any method or process known or unknown at this time, in whole or in part on all tangible or intangible media in form or in content at this time, including in particular, the internet, the website of the Organiser and its partners and social networks) and on any other promotional or marketing tool, to may use for information or promotional purposes.

10. UNFAIR COMPETITION AND PARASITIC BUSINESS PRACTICES

Participants formally undertake not to engage in activities that are identical or similar to those conducted in the Event venue (notably, to participate in any meeting with professionals not registered to the Event) in the immediate surrounding area or in any other exhibition area that the Organiser may designate, in particular in places such as hotels or other sites external to said Event, during the period of the Event. Accordingly, Participants in particular undertake not to directly or indirectly draw any other Participant away from any exhibition area for the purpose of presenting any of its products and/or services that are within the scope of the Event. The Organiser reserves the right to have any breach of this provision evidenced by any witness sworn officer to have the relevant Participant pay the costs associated therewith and to initiate any legal action enabling it to assert its rights.

11. ACCOMMODATION/TRAVEL

The Organiser may enter into agreements with hotels, travel agencies and/or estate agents in order to assist Participants to the extent possible and under the best possible conditions in finding accommodation or travel. However, this does not constitute an endorsement from the Organiser of any particular accommodation/travel provider or obligation on the part of the Organiser and the Organiser shall not be liable with respect to travel, hotel, reservations and/or accommodations selected.

12. ASSIGNMENT AND DISTRIBUTION OF LOCATIONS

The Organiser shall determine the Event layout and assign locations. The Organiser shall endeavour to take into account Exhibitors' requests, the nature of the products and services they plan to exhibit and the arrangement of the stand and/or assigned location they plan to install, in accordance with the interests of the Event. Participants in the Event shall not entitle Exhibitors to a specific location. The Organiser shall not be obliged to Exhibitors for any consequences that may ensue from the location assigned to them, such as: a) foot traffic; b) the event that:

- a Participant/Exhibitor causes a disturbance or
- does not comply with the requirements of the Exhibitors' Technical Manual and/or

In order to ensure the best possible presentation of the event in the interests of all Participants, the Organiser reserves the right to modify, at any time and as often as it deems necessary, the use of the areas requested by Exhibitors, the location of stands or the decoration thereof. The Organiser shall use its reasonable endeavours to give those Exhibitors affected prior notice of its actions except in the event of a pressing need in which case the Organiser shall not be required to give prior notice.

13. SETUP, INSTALLATION AND DECORATION, BREAK-DOWN

Exhibitors and any person duly appointed to represent them, undertake to: a) familiarise themselves with the Exhibitors' Technical Manual and the specifications of the operator of the exhibition space in effect and comply therewith; b) comply with the safety measures imposed by applicable laws and regulations during set-up, break-down and throughout the Event; and c) be held responsible for their stand and/or assigned location, solely for reasons related to set-up and break-down, as well as during the inspection by the teams responsible for ensuring compliance with safety standards. Subject to the provisions of the Contract Documents, the events accident prevention plan, the Exhibitors' specific prevention plan and consistent with the overall decoration of the Event, Exhibitors are free to fit out and decorate their stand provided they do not hinder the visibility of safety signs and equipment or of nearby stands. In case of materials or installations deemed non-compliant to the Contract Documents, the Organiser reserves the right, at any time and at the Exhibitors' expense, to prohibit the use of the stand and/or assigned location; to suspend the use of water and electricity; or to have removed or to destroy any materials or installations deemed non-compliant.

14. MAINTAINING THE STAND AND/OR ASSIGNED LOCATION

Exhibitors shall at all times maintain sufficient staff at their stand and/or assigned location and keep it fully equipped during the entire duration of the Event (including if the duration of the Event is extended). Exhibitors shall display products and/or services that comply with French and European laws and regulations and that originate from lawful activities and shall obtain all authorisations necessary to conduct their business at the Event. Products and/or services shall be displayed only within the stand, shall not encroach on the aisles and shall not be event (inconvenience nearby Exhibitors or any Participant or personnel or representative of the Organiser or the Event operator). Materials and products and/or services shall be arranged in an aesthetically pleasing manner. Take-away sales or sales of high goods are immediately delivered to the buyer are forbidden, except with the Organiser's prior written authorisation. Events held at the stand and/or assigned location such as, attractive shows, events etc. shall require the Organiser's prior authorisation.

15. DAMAGE AND REPAIRS

Exhibitors shall be liable for all damage they cause to their stand and/or assigned location. Accordingly, Exhibitors shall leave their stand and/or assigned location as well as any equipment and materials supplied by the Organiser, in their original condition at the time they take possession of their stand and/or assigned location. Therefore, at the same time they take possession of their stand and/or assigned location, Exhibitors shall have any existing damage evidenced and forward such evidence by email, on the same day, to the Organiser's technical department. Otherwise, Exhibitors risk being invoiced for such damage. The Exhibitors shall vacate its stand and/or assigned location and remove their goods, articles and specific decorations, as well as any residual waste from materials used to decorate stands, within the deadlines and during the hours specified by the Organiser and in compliance with local laws, regulations and practices concerning waste. If fails to comply with such deadlines, the Exhibitor shall be liable for any expenses incurred as a result of its non-compliance with these instructions as well as for any damage caused by the Exhibitor.

16. ASSIGNMENT AND SUBLETTING OF ASSIGNED LOCATIONS

Participants are expressly forbidden from assigning, subletting or exchanging, free of charge or for consideration, all or any part of the locations assigned by the Organiser, including stands and advertising spaces. However, more than one Exhibitor may be allowed to exhibit jointly provided they have submitted a prior request to the Organiser and the Organiser has approved the same.

X Signature



Your Contract

City of Ostrava

COMPANY NAME

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17. PRICE AND PAYMENT PROCEDURES

The participation fee and ancillary costs payable by the Participant (ii) and the payment procedures and time periods (iii) are unilaterally specified by the Organizer in this contract, which the Participant expressly accepts. Depending on the signature date of the participation contract, the first payment shall be equal to amounts already due on the relevant date. Payment shall be made at no costs, i.e. bank fees, with holding taxes etc.) for the Organizer.

The Organizer does not apply any commercial discount, rebate or reduction policies and Participants shall not be granted any discount in the event of payment before the due date. An additional invoice shall be issued for any service Participants may order that is not specified in the relevant participation contract.

18. LATE PAYMENT OR NON-PAYMENT

In accordance with Article L. 441-6 of the French Commercial Code (Code de Commerce) in the event of late payment, the Participant shall be liable for late payment penalties calculated at three (3) times the legal interest rate, as from the day following the payment date shown in the participation contract and on the invoice and of a flat compensation for recovery costs in the amount of 40 euros, it being specified that if the exposed recovery costs are superior to 40 euros, the Organizer may ask for supplementary compensation with justificatory documents. This provision shall not be deemed a grant of an extension of time to make payment. A Participant's failure to comply with the Article 17 and payment procedures clause shall automatically cause the amount of the participation fee to become immediately due and payable and shall entitle the Organizer to suspend performance of services in particular access to the online community and/or the Event, and/or to reassign the stand location to another Participant.

If and when the issue giving rise to the suspension has been resolved at the Organizer's discretion, the Participant may be offered a substitute alternative location.

Failure to pay the price in full shall substitute the Participant from registering for any future Event of the Organizer.

19. CANCELLATION OF PARTICIPATION

Participants shall have no right to withdraw from, cancel, or otherwise terminate a participation contract for any reason whatsoever, such participation contract being final and irrevocable. The application of articles 1195 and 1220 of the French Civil Code (code civil) is expressly excluded, when the Participant accepts. The entire amount of the participation fees shall be covered less direct costs in the following cases:

- The Exhibitor is not present at its stand 24 hours before the beginning of the Event, for any reason whatsoever. The Organizer may deem such default a cancellation of the Exhibitor's participation and shall be free to make other arrangements with respect to the stand's location, in which case the Exhibitor shall not be entitled to claim any refund or compensation.

- The Exhibitor purports to cancel its reservation on any date whatsoever and for any reason whatsoever. At the time of its registration, the Participant provides information that is false, erroneous or becomes inaccurate and as a result thereof it is refused admission to the Event.

This clause shall not apply upon the occurrence of a force majeure event, as defined by clause "Limitation of liability and force majeure" below, which, if proved, shall entitle the Exhibitor to a refund of all amounts paid less direct costs.

20. INTELLECTUAL PROPERTY

The Participant warrants the Organizer that it or its licensors own all intellectual property rights in and to the content defined below and in the material exhibited or that it holds the authorizations necessary to display, and/or distribute them in connection with the Event.

To ensure the complete transparency of the event at the Organizer's request, the Participant shall provide all catalogues and/or brochures of the media containing them related to the products and rights it offers. The Participant shall inform the Organizer in writing if it plans to broadcast music at its stand and/or sign location and/or in its advertising space and shall file all required reports in particular (but without limitation) with the SACEM (the French Performing Rights Society) and/or other relevant regulatory body and make the payments associated therewith.

The Participant shall indemnify and hold the Organizer harmless in the event of any recourse on the grounds of non-compliance with these obligations contained in this clause.

21. ORGANISER'S MEDIA AND CONTENT

During the Event, the Organizer shall provide the Participants with media such as printed supports, databases, websites and all other supports specific to the Event (hereinafter the "Organizer's Media" or "Media"). The Organizer is the owner and publisher of this Media, which it publishes and distributes, with the exception of the content published by Participants via the online community that the Organizer hosts. This Media is protected and the Participant shall therefore not use it in any manner whatsoever without the Organizer's prior written agreement.

- Organizer's Media and Content provided to Participants
Participants acknowledge and agree that all texts, videos, images, data bases, distinctive signs, data IT applications and/or functionalities published in the Organizer's Media (with the exception of those submitted by Participants) hereinafter the "Content", are the property of the Organizer and/or third parties. Participants shall in no event reproduce, modify, delete, distribute, grant and/or use the Content, in whole or in part, and in any manner whatsoever, without the prior written agreement of the Organizer, its licensors and/or the relevant right holders. Otherwise, Participants risk being liable or being held liable.

- Organizer's Media and Content provided by Participants
The Participant authorises the Organizer to reproduce and use its own content for the time period during which the Organizer's Media is distributed, free of charge and in the whole world.
The Participant shall be solely liable for the information and documents that it provides and that are published and distributed via the Organizer's Media. The Participant may not hold the Organizer liable, including in the event of an error and/or omission, in particular if due to erroneous or incomplete information provided by the Participant. Furthermore, the Participant shall ensure that it holds all necessary authorizations and that the information and documents that it provides do not contain anything which is abusive, obscene, incite to discrimination or in any way unlawful, failing this the Participant shall hold the Organizer harmless in the event of any recourse.

- Banning advertising on the Organizer's Media
The Organizer shall determine the advertising spaces available on its Media and has a right to control all advertising distributed thereon in order to ensure compliance with applicable laws and protect the interests of the Event and/or the Participants, in particular the Organizer may delete any statements that may, directly or indirectly, draw any Participant away from the Event venue, offend the public, present false or misleading information or promote unlawful or regulated activities, services or products or include any unlawful statements or image.
Any authorised advertisement-type advertising within the Event venue must carry the banner "PUBLICITE: ADVERTISEMENT".

The Organizer may refuse to publish the text or advertisement at issue, in which case the Participant shall be reimbursed the price of the advertising space to the exclusion of any other expenses, less sums incurred by the Organizer before it discovers the unlawful nature of the publication.
In the specific situation where a Participant has placed an order for advertising on the Organizer's Media but fails to provide the Organizer with the information and documents necessary for publication in a timely manner, the Organizer reserves the right to make other arrangements with respect to such advertising space in particular to publish the statement "Space reserved by ..." followed by the Participant's name, in such case, the Participant shall not be entitled to claim a refund of the price of its order or any compensation on the documents used to publish advertising shall be returned to the Participant or its representative only upon request. The Organizer is required to keep such documents for one (1) year only and may destroy them after such period.

22. ONLINE EVENT MANAGEMENT PLATFORM

For the purposes of organising business appointments between Participants, the Organizer may contract with a provider of an online Event Management Platform (EIMP) tool.

In order to facilitate the registration of the Participants to enable them to prepare the Event and schedule their business appointments during the Event, the Organizer may pre-fill, on the Participant's behalf the EIMP with their personal data that the Organizer has in its possession via the participation contract. Once

connected, the Participant is personally required to complete his/her own honesty entry on the EIMP in order to benefit from the facilities offered by the online tool. Any and all processing of this data is ruled by Clause "Privacy and Data Policy" below. The Organizer denies all responsibility if the Participants do not receive any incoming messages or meeting requests from other Participants via EIMP.

23. PRIVACY AND DATA POLICY

The Organizer collects participants' personal data by the present document or during participation to the Event (attended places or events, services operated). The data is processed by the Organizer for the purposes of carrying out its contractual obligations (notably customer data base management, events services and ticketing management, mailing and cash collection management) and promoting its activity. Such data is stored for a maximum duration of 10 years. The personal data can be:

- integrated into the online database available to Participants to enable them to prepare the Event, promote their business and schedule their business appointments within the Event. In this respect, Participants undertake not to use the data for any other purpose. Reed MIDEM reserves the right to stop by any means any disturbance caused by any, for hidden use of personal data.

- transmitted to sub-processors that have undertaken to comply with Data Protection law requirement such as companies belonging to the same group, in particular the companies of the REEL group, service providers and partners, who may be located outside the European Economic Area.

- communicated to Participants, such as speakers, sponsors, exhibitors and sellers, who can be located outside the European Economic Area to carry out commercial prospecting.

- used for analysis and promotional media in connection with the relevant Event including over the internet.

- processed for distribution and promotional analysis (profiling, targeting).

As a data controller, the Organizer has implemented all maximum appropriate technical and organisational measures in such a manner that its processing of personal data meet the requirements of French and European Data Protection laws and in particular GDPR.

Participants may exercise their right to access, obtain, correct and oppose the use of their personal data by writing to privacy@reedmidem.com. In case of unqualified answer to Participants' request, Participants may raise a complaint before the French National Data Protection Authority (Commission Nationale Informatique et Libertés or CNIL) www.cnil.fr.

24. INSURANCE

Participants shall take out all insurance policies necessary for their participation in the Event. The Organizer declines all liability, in this regard, in particular for the loss or theft of personal property. The Organizer has taken out, on behalf of the Exhibitors only, an insurance policy that covers at no expense to them the following risks only:

- Civil liability to third parties.

- All other risks to property exhibited, including the fittings and decorations of the stand.

The detailed terms and conditions of the aforementioned insurance covers in particular cover limits, excess amounts and applicable exclusions are set forth in the applicable insurance policy, a copy of which will be provided to Exhibitors if they request it from the Organizer. A summary of these terms and conditions can also be found in the section of the Exhibitors' Technical Manual entitled "Insurance". Exhibitors are responsible for verifying that these terms and conditions are appropriate in light of the scope of the risks covered and the value of property exhibited, including the fittings and decorations of the stand. In fact, Exhibitors shall take out additional insurance policies.

The Organizer shall in no event be liable for any claim for which Exhibitors may be liable or any loss Exhibitors may incur in the event of inadequate insurance cover.

25. LIMITATION OF LIABILITY AND FORCE MAJEURE

The Organizer undertakes to carry out all services set out in the participation contract in accordance with professional standards and practices and the regulations in force, except in cases of force majeure. Should the Organizer fail to fulfil any of said obligations, the Participant expressly waives its right to invoke enforcement of article 1203 of the French Civil Code and shall be required to lodge a claim for compensation with the courts within one (1) year from the breach, failing which such claims shall be time-barred.

In addition, the Organizer shall only be held liable for direct damages incurred by the Participant, for which the Organizer is responsible, without any joint and several liability, vis-à-vis third parties contributing to the damage. Compensation shall not cover disturbances of peaceful enjoyment, business damages, and/or any consequences related to the cancellation or postponement of the event. Lastly, compensation for any harm thus sustained by the Participant may never exceed the amount paid in connection with its participation in the Event.

Force majeure means any reason (climate, economic, political, or social, situation at the local, national, or international level) which could not have been reasonably foreseen at the time of entering into the participation contract, by which is beyond the control of the parties, and which precludes the performance of the parties' obligations, and in particular, the holding of the Event, or which poses a risk of disturbances likely to seriously affect the organization and the smooth running of the Event or the safety of persons and property.

26. SANCTIONS

In the event that the Participant fails to fulfil any of its obligations under the Contract Documents and following formal notice gone unheeded and depending on the circumstances, the Organizer reserves the right to take the following actions:

- unilaterally and automatically terminate the participation contract

- order the immediate closure and then the taking down of the stand and/or assigned location and/or the immediate expulsion of the Participant from the Event venue

- prohibit the Participant from participating in the Event for up to (2) full consecutive years

- suspend access to the database at any time, without compensation

- require the Participant to comply with a court decision that makes a finding of infringement

without the Participant being entitled to claim any compensation.

These sanctions may be imposed without prejudice to legal action the Organizer may initiate to assert its rights and claim damages on the grounds of the Participant's breach of contract. The Participant shall be liable for expenses incurred in connection with the Organizer's actions to enforce the terms of these Rules and/or the Contract Documents against the Participant (in particular, bailiffs' costs, costs associated with taking down the stand, etc.).

27. VALIDITY

In the event any of the above provisions is held to be void or unenforceable, such provision shall be severed from the agreement without affecting the validity of the other provisions of these Rules.

28. CONFIDENTIALITY RULES

The Parties are required to comply with all laws relevant to its rights and obligations under these Rules and/or the relevant Contract Documents. Entry and any other form of unethical business practice are prohibited in relation to the Event. All business transactions in relation to the Event shall be accurate and completely recorded in accordance with applicable laws. The Parties shall not, in connection with the Event, accept gifts or inducements of any kind or engage or give any person an inducement or gift of any kind that could be perceived by others to be a bribe.

29. GOVERNING LAW AND JURISDICTION

The Rules and the Contract Documents are governed by French law.

IN THE EVENT OF A DISPUTE CONCERNING THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THIS DOCUMENT, THE PARTIES UNDERTAKE TO SEEK AN AMicable RESOLUTION WITH THE POSSIBILITY OF USING A MEDIATOR. IN THE EVENT THAT THE PARTIES FAIL TO REACH AN AMicable SOLUTION, THE COURTS OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR SUCH DISPUTE, WHICH THE PARTIES EXPRESSLY ACCEPT.

X Signature