

**GENERAL TERMS AND CONDITIONS
THE LFDAY 2024
BY LA FERME DIGITALE**

	- The respective obligations of the Parties.
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1. GENERAL PRESENTATION

Article 1. The association La Ferme Digitale (the "**Organizer**") organizes the LFDay (the "**Fair**").

The Organizer is an Association governed by the law of July 1, 1901, registered with the INSEE with the number RNA W941010743, whose head office is located at 19 rue Danton, 94270 Le Kremlin Bicêtre, France.

The Organizer can be contacted at the following e-mail address: lfday@lafermedigitale.fr

All questions relating to the Fair (conditions of participation, procedure, etc.) should be addressed to the sole Organizer.

Article 2. The present general conditions apply to the rental of a stand and the sale of communication tools by the Organizer within the framework of the Fair to exhibitors (the "**Exhibitor**") (the "**Services**"). The contractual relationship between the Exhibitor and the Organizer is governed, in descending hierarchical order, by the following documents :

The quote (the « Quote »)	<ul style="list-style-type: none"> - It is established on the basis of the Exhibitor's needs, - The Exhibitor shall accept it in writing (including by email) within 7 days of its issue. This acceptance implies acceptance of the general terms and conditions in their version in force on the date of the Quotation, - In case of contradiction, the Quotation shall prevail over the general terms and conditions, - In case of contradiction, the most recent Quotation shall prevail over the oldest one(s)
The terms and conditions :	<p>They define:</p> <ul style="list-style-type: none"> - The terms of use of the Services,

2. CONDITIONS OF PARTICIPATION

Article 3. The Services to which the Exhibitor has subscribed are described in the Quotation.

The Organizer shall determine the dates and location of the Fair, the price of the stands, the price of the entrance fees and the closing date for registrations.

The Organizer may cancel or postpone the Fair if it finds that there is a manifestly insufficient number of registrants. In the event of cancellation, the registered Exhibitor will be refunded the amount paid at the time of registration as soon as possible. In the event of postponement, the Exhibitor may choose to cancel its participation and be reimbursed the price paid at the time of registration or to maintain its participation for the new date proposed by the Organizer.

Article 4. Any person wishing to participate to the Fair shall send the Organizer a request via the registration form available on the Organizer's website.

The Organizer reserves the right to reject, temporarily or permanently, any request for registration which does not meet the required conditions, either with regard to the stipulations of the official registration form or those of the Fair regulations.

In particular, failure to make the payments or provide the guarantees required by the Organizer or the legal recovery of the Exhibitor may constitute cause for rejection, definitively or provisionally. Any application for participation from applicants who are still in debt to the Organizer and/or in dispute with the Organizer will not be considered.

The Organizer's decision (acceptance or refusal to participate) will be notified to the Exhibitor by e-mail.

The Organizer undertakes to provide the Exhibitor with a stand corresponding to the characteristics indicated and to provide the

additional services indicated in the context of the Fair.

Article 5. The performance of specific Services provided for in the Quotation may require the Exhibitor to provide some information, elements and/or documents. The Exhibitor acknowledges and accepts that any delay or failure to provide the information, elements and/or documents requested by the Organizer may result in poor performance of the services for which the Organizer cannot be held responsible.

Article 6. Any cancellation should be notified in writing to the Organizer. In the event of withdrawal by the Exhibitor, for whatever reason, the Exhibitor shall remain liable to the Organizer for the price paid at the time of registration, notwithstanding the allocation of the stand to another Exhibitor. The Organizer will not reimburse any amount.

3. FINANCIAL CONDITIONS

Article 7. The Exhibitor undertakes to pay for the Services by bank transfer on the dates specified in the Quotation.

The price of the Services is indicated at the time of the order on the Organizer's website and reproduced in the Quotation.

Article 8. The amount of the Services is due upon receipt of the corresponding invoices which are sent by any useful means by the Exhibitor. For any subscription less than thirty days before the start of the Fair, the amount must be paid in full by the Exhibitor no later than 8 days after the date on which the invoice is sent to the Exhibitor, and in any event, before the start of the Fair. This deadline is reduced to 2 days if the registration is made less than 8 days before the opening of the Fair and payment must be received by the Organizer at the latest 2 working days before the opening of the Fair.

Any order for stand fitting after the Exhibitor's registration is payable in full at the time of order. Payments must be made in Euros to the order of the Organizer.

In the event of default or late payment, the Organizer reserves the right, from the day after the due dates shown on the invoice, to :

- Declare that all sums due by the Exhibitor are due and payable immediately,
- Prohibit the Exhibitor's participation at the Fair,
- Charge the Exhibitor interest on arrears equal to three times the legal interest rate, based on the amount of the sums not paid on the due date, and a fixed indemnity of 40 euros for collection costs, without prejudice to additional compensation if the collection costs actually incurred are higher than this amount.

4. MATERIAL CONDITIONS

Article 9. The Organizer draws up the plan of the Fair and allocates the sites.

Registration does not confer any right to the use of a specific site, unless otherwise stipulated. The Organizer will make its best efforts to consider the wishes expressed by the Exhibitors but does not guarantee that these wishes can be respected.

The Organizer reserves the right to modify, in the interest of the Fair, the layout of the areas.

The location of the stand allocated to an Exhibitor is communicated by means of a plan for information purposes only.

Article 10. The arrangement of the stands is carried out according to the general plan drawn up by the Organizer.

Any special arrangement shall be authorized in advance and in writing by the Organizer and shall be performed in strict compliance with the provisions of the technical file.

The Organizer expressly reserves the right to modify or remove any arrangements that would be detrimental to the general appearance of the Show or to the circulation of the public, that would interfere with neighboring exhibitors or that would not be in conformity with the plan and the model that will have been submitted beforehand, and this at the exclusive expense of the Exhibitors.

The particular decoration of the stands is performed by the Exhibitors under their exclusive responsibility. It must comply with the safety

regulations issued by the public authorities, the general decoration plan, and with the signage adopted by the Organizer and by the owner of the venue hosting the Fair.

Article 11. Each Exhibitor is responsible for the transport and reception of the products intended for it. The Exhibitor is required to comply with the Organizer's instructions concerning the regulation of the entry and exit of products.

Exhibitors undertake to present only material that conforms to the nomenclature. The products presented must comply with the standards and safety regulations in force.

Article 12. The Organizer determines the schedule for the assembly and dismantling of the Fair. Before the start of the assembly period, no equipment may be introduced into the Fair enclosure and no packages may be received. During the assembly period, the equipment may be freely introduced into the Fair under the exclusive responsibility of the Exhibitor. The Organizer may proceed, at the Exhibitor's exclusive expense and risk, with dismantling, removal and tidying up operations which have not been carried out by the Exhibitor within the set deadlines.

Article 13. Except with the prior written authorization of the Organizer, an Exhibitor may not make all or part of the surface area of the rented stand available to a third party, for a fee or free of charge. The stand provided to the Exhibitor is nominative and reserved exclusively for the Exhibitor. The Exhibitor undertakes therefore to present only its own products and/or services during the Fair and to refrain from displaying the brand or commercial name of a third party on the communication tools used during the Fair.

5. MAINTENANCE OF STANDS DURING THE FAIR

Article 14. Each Exhibitor is required to be represented at all times on its stand by at least one qualified natural person, for the entire duration of the Fair.

Each Exhibitor is required to present on its stand exclusively products and/or services directly linked with the purpose of the Fair as specified on

the Organizer's website. The necessary precautions must be taken by each Exhibitor so that the public and neighbouring exhibitors cannot be disturbed by the equipment being demonstrated on the stand. Exhibitors shall keep their stands in an impeccable condition. Exhibitors shall not dismantle their stand, even partially, before the start of the dismantling period.

Article 15. It is strictly forbidden, except with the prior written authorization of the Organizer:

- To organize any event during the opening hours of the Fair, including promotional operations, animation, polls or opinion surveys, group meetings, press conferences, etc.
- To sell samples or objects manufactured during the demonstration.

Article 16. The materials, products and services exhibited by the Exhibitor, as well as the patents, trademarks and models related to it, are the property of the Exhibitor. They are protected by all intellectual property rights in force.

The Exhibitor guarantees the Organizer that it holds all intellectual property rights on these assets. It guarantees that these assets do not constitute an infringement, and that their use does not infringe the rights of third parties. The Exhibitor guarantees in general to the Organizer that nothing can obstruct the free exploitation of these assets by the Exhibitor.

Consequently, the Exhibitor guarantees the Organizer against any action, claim, demand or opposition from any person invoking an intellectual property right or an act of competition and/or parasite.

6. COMMUNICATION

Article 17. The Organizer is the sole owner of the intellectual property, publication and distribution rights of the Fair catalog. It may give access to advertising space included in this catalog. The license that the Organizer may grant to the Exhibitor does not entail any transfer of ownership. The information necessary for the drafting of the catalog will be provided by the Exhibitors under their responsibility and within the deadline fixed by the Organizer. Circulars,

brochures and printed catalogs may only be distributed by the Exhibitors at their stand.

Article 18. It is forbidden to place advertising panels or signs outside the stands at other points than those reserved for this purpose. All illuminated or sound advertising, and all events or demonstrations likely to cause gatherings in the aisles, must be submitted for prior approval by the Organizer, which may revoke any authorization granted in the event of a hindrance to traffic or to the holding of the Fair. Exhibitors shall not obstruct the aisles or encroach on them under any circumstances, except with the prior written authorization of the Organizer.

Article 19. Exhibitors undertake to present only products, services or materials that comply with French or European regulations. They assume full responsibility for them, with respect to third parties, and the Organizer cannot be held responsible under any circumstances.

All the machines and products in demonstration must be provided with an adapted safety device if necessary. The demonstrations must always be free of charge for the visitors.

The sale of products, especially consumables and services in the common areas is strictly forbidden.

Article 20. Any use by a third party of the “*La Ferme Digitale*” logo and trademark is forbidden without prior express authorization.

Article 21. Prior to any filming, photo or video report, for commercial or non-commercial purposes, the Exhibitor must request express written authorization from the Organizer.

The Organizer expressly reserves the right to accept or refuse any communication contrary to the purpose and/or style of the Fair.

Each of the parties undertakes to keep strictly confidential all documents and information of a legal, commercial, industrial, strategic, technical or financial nature relating to the other party or held by the latter of which it may have become aware during the conclusion and performance of the present contract and not to divulge them without the prior written consent of the other party.

7. SECURITY

Article 22. Exhibitor badges giving access to the Fair are delivered to the Exhibitors under the conditions determined by the Organizer. The distribution, reproduction and/or sale of entry rights issued by the Organizer is strictly forbidden within the Fair and in the vicinity of the Fair.

Article 23. The general surveillance of the Fair is carried out under the control of the Organizer and the site hosting the Fair. The staff in charge of surveillance is authorized to carry out checks at the entrance and exit of the Fair site. Each Exhibitor remains exclusively responsible for the surveillance of the stand placed at its disposal, in particular of any equipment present, including rented equipment. The Organizer expressly declines all responsibility in the event of loss, theft or damage of the equipment.

Article 24. The Fair is accessible to disabled persons or persons with reduced mobility. Any modification modifying the existing conditions of accessibility for disabled persons or persons with reduced mobility must be approved by the accessibility sub-commission.

8. INSURANCE

Article 25. The Organizer has an appropriate insurance policy covering its civil liability as an organizer.

The Exhibitor is also required to take out, at its own expense, all insurance covering the risks that it and its staff incur or cause to be incurred by third parties, and this for the entire duration of the present contract. It undertakes to provide an up-to-date insurance certificate upon request by the Organizer without delay.

The Organizer is released from all responsibilities, in particular in case of loss, theft or damage of any kind.

In any event, the liability that may be incurred by the Organizer hereunder shall only relate to direct damage suffered by the Exhibitor and shall be expressly limited to the total amount of the price paid by the Exhibitor concerned in the context of its registration for the Fair.

The Organizer's liability may only be incurred if the Exhibitor has made a claim, by registered

letter with acknowledgement of receipt, within a period of one month following the said occurrence.

9. MISCELLANEOUS PROVISIONS

Article 26. In the event of cancellation of the Fair for more than one third of its duration and for reasons outside the control of the Organizer, the orders accepted will be cancelled automatically and without formalities, to the exclusion of any compensation for this fact, the Organizer undertaking to reimburse as soon as possible the sums paid as deposits by the Exhibitors. In the event of cancellation of the Fair not exceeding one third of its duration and for reasons outside the control of the Organizer, Exhibitors may not claim any reimbursement or compensation.

Article 27. Any violation of the provisions hereof may, without prejudice to any other proceedings, lead, if necessary, to the closure of the stand of the offending Exhibitor. In the event of a dispute, the Exhibitor undertakes to submit its claim to the Organizer before any proceedings.

Article 28. The Exhibitors undertake, during the assembly, dismantling and during the Fair, to employ only duly declared persons and under the conditions set by the laws and regulations in force concerning working conditions. They shall impose the same constraints on their subcontractors. Inspections, at the sole initiative of the labour authorities, may be carried out during the preparation and during the Fair.

Article 29. Personal data concerning the interlocutors of a party involved in the execution of the general terms and conditions are collected and/or processed by the other party in its quality of data controller within the meaning of the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016) and the French Data Protection Act of 6 January 1978 in its latest version.

This data is kept for the time strictly necessary to manage the contractual relationship between the parties. The personnel of each party, its control services (auditor in particular) and its subcontractors may have access to the personal data collected.

This processing is necessary for the proper execution of the general conditions. It may give rise to the exercise by the persons concerned of their right (i) to obtain the communication and, if necessary, the rectification or deletion of the data concerning them, (ii) to request the deletion or the limitation of the processing, (iii) to object to the processing for legitimate reasons, (iv) to request the portability of the data concerning them, in order to retrieve and retain them, and (v) to lodge a complaint with a competent control authority.

Article 30. The duration of the Services is that which is necessary for their execution.

In the event of a breach by either party of any of its obligations hereunder, the general terms and conditions shall be terminated by operation of law 15 days after receipt by the defaulting party of a formal notice, which has remained without effect, or if the breach cannot be remedied, by registered letter with acknowledgement of receipt, mentioning the intention to apply this clause, without prejudice to any damages which may be claimed from the defaulting party.

Article 31. Each of the parties undertakes to keep strictly confidential all documents and information of a legal, commercial, industrial, strategic, technical or financial nature relating to the other party or held by the latter of which it may have become aware in the course of the conclusion and performance of the general terms and conditions and not to disclose them without the prior written consent of the other party.

This obligation does not extend to documents and information:

- (i) of which the receiving party was already aware ;
- (ii) which is already public at the time of disclosure, or which would become public without violation of the terms and conditions; or
- (iii) which would have been lawfully received from a third party;
- (iv) which is required to be disclosed by judicial authorities, pursuant to laws and regulations or in order to establish a party's rights under the terms and conditions.

This obligation of confidentiality extends to all employees, collaborators, trainees, officers and

agents of the parties and their affiliated counsel and co-contractors, who may not be provided with confidential documents or information unless they are bound by the same obligation of confidentiality as provided herein.

This obligation will continue to apply for a period of 5 years following the end of the relationship between the parties.

Article 32. In accordance with the provisions of Article 1218 of the Civil Code, no party may be held liable for failure to perform its contractual obligations if such failure is due to an event beyond the control of the parties and constitutes force majeure.

By force majeure, it is meant the occurrence of an event presenting the characteristics of unpredictability, irresistibility and exteriority to the parties usually recognized by the law and the French courts. This includes strikes, terrorist activities, riots, insurrections, wars, governmental actions, natural disasters or failure attributable to a third party telecommunication provider.

The party affected must inform the other party as soon as possible, indicating the nature of the force majeure event. The parties shall meet in order to determine together the most appropriate means to remedy, if possible, the consequences of the event(s) constituting the force majeure.

If the case of force majeure lasts for more than 15 days, each party may terminate the general terms and conditions, as of right, without any judicial formality, without prior notice and without any right to compensation of any kind whatsoever, by any written means with immediate effect.

If, as a result of force majeure, the affected party is prevented from fulfilling only part of its contractual obligations, it shall remain responsible for the performance of those obligations which are not affected by the force majeure as well as for its payment obligations.

Upon cessation of the force majeure, the affected party shall immediately inform the other party and resume performance of the affected obligations within a reasonable time.

Article 33. The general conditions are subject to French law and shall be governed and interpreted in accordance with that law.

In the event of a dispute between the parties concerning its validity, interpretation or execution, the parties shall endeavor to resolve their dispute amicably. In the absence of an agreement within one month of the first notification by any means in writing sent by one party to the other concerning the dispute concerned, the dispute shall be submitted to the exclusive jurisdiction of the courts of Paris (France), including in the event of multiple defendants and third-party claims.