

Artist & Student Pavilion Affiliate Contract

page 1 of 9



midem[®]
connected by music

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1-4 February 2014 • Palais des Festivals, Cannes, France • www.midem.com
Please return this contract by fax to your local office (see page 6)

Important: this pavilion affiliate contract can solely be used by entities (artists and students) with the prior authorisation from the pavilion entity who have entered into an exhibitor agreement with the Organiser. In addition, subscribing entities shall either be a member of the pavilion entity or fulfill the purpose aimed at by said pavilion entity, as the case may depend upon the legal status of the pavilion entity (professional association/organisation, whether privately/semi-publicly/publicly held, having a regional, national or international scope).

Conditions concerning Performing Artist* & Student rates:

Student Rates: A student ID or school enrollment certificate will be required in order to obtain your badge.

Performing Artist Rates: Proof of membership to a performing artist association i.e. membership card or certificate will be required.

*Performing artist means: musician &/or singer &/or interpreter. It is not applicable to authors / songwriters / adaptators / composers or arrangers of the artwork unless you are also a musician &/or singer &/or interpreter. Justificatory documents may be required.

The purpose of Midem (hereafter the "event") is to bring together professionals in the music business, particularly publishers, producers and distributors of audio and video products and, more generally, any individual or legal entity whose operations are directly related to the music field.

This contract includes:

- Delegate(s) registration for the Midem exhibition & conferences
- Company and Delegate(s) listing in the Midem Yearbook Guide (deadline 20 December 2013) and on Midemconnect, the Midem online database.

The contract should be completed in CAPITAL LETTERS.

1 YOUR COMPANY - For the Midem Yearbook Guide and Midemconnect listings

Company Name _____

Address _____
(incl. Street, House/Box Number) _____
City _____ Zip Code/Postcode _____
State _____ Country _____
Telephone _____
country code city code telephone number
Fax _____
country code city code fax number
Website <http://> _____
VAT Number* (Mandatory) _____

For companies not located in the European Union, please supply the tax identification number or national business number of your company. If this information is not supplied, French VAT will be charged and may not be reimbursed by French tax authorities.

*For invoicing only. Not listed in the Yearbook Guide.

WHAT IS THE NAME OF THE STAND YOU WILL BE BASED ON? _____

2 BILLING ADDRESS (Complete only if different from above)

Legal Company Name _____

Billing Contact Name _____
Email _____
Address _____
(incl. Street, House/Box Number) _____
City _____ Zip Code/Postcode _____
State _____ Country _____
Telephone _____
country code city code telephone number
Fax _____
country code city code fax number
VAT Number (Mandatory) _____

For companies not located in the European Union, please supply the tax identification number or national business number of your company. If this information is not supplied, French VAT will be charged and may not be reimbursed by French tax authorities.



3 MAIN CONTACT Mr Mrs Ms

Surname

First Name

Job Title

Email

Language in which you would like us to communicate with you English French

4 Midem Yearbook Guide & Midemconnect listings

YOUR PRIMARY ACTIVITY. Please indicate from the list below which N° corresponds to your company's primary activity (one N° only):

Give details of your Company's Activities. Tick appropriate box(es):

Record

- 1 Record Company/Label
- 2 Production
- 3 Licensing
- 4 Recording Studio

Publishing

- 5 Music Publisher

**Physical Distribution/
Retail/Pressing**

- 6 CD/DVD Replication & Packaging
- 7 Wholesaler
- 8 Importer/Exporter
- 9 Retailer/Record Shop
- 10 Distributor

Services

- 11 Law Firm
- 12 Consulting Agency
- 13 PR Agency
- 14 Finance/Banker/VC
- 15 Merchandising

Artist management

- 16 Agent/Manager

Artist

- 17 Performing Artist
- 18 Author/Composer

Organisation

- 19 Collecting & Copyright Societies
- 20 Other Trade body (Associations, Export Offices...)
- 21 Colleges/Universities

Tech & Mobile

- 22 App. Developers
- 23 Aggregators & Digital Distributors
- 24 Online B2C Services & e-Commerce
- 25 Online B2B Services & Solutions
- 26 Social Media
- 27 Hardware Manufacturer
- 28 Network Operators/ISP

Media

- 29 Print
- 30 Online (blogs...)
- 31 Radio
- 32 TV

Music & Images

- 33 TV Programme Buyer
- 34 Audio-visual production
- 35 Soundtrack Production & Music Library
- 36 Music Supervisor
- 37 Video Game Production

Brands & Advertising

- 38 Brands
- 39 Advertising Agencies

Live

- 40 Venue & Festival
- 41 Promoter
- 42 Booking Agency

YOUR PRIMARY MUSICAL GENRE. Please indicate from the list below which N° corresponds to your company's primary musical genre (one N° only):

Give details of your Musical Genre. Tick appropriate box(es):

- 1 Classical
- 2 Country/Folk
- 3 Dance
- 4 Electronic
- 5 Hard Rock/Metal

- 6 Jazz/Blues
- 7 Kids
- 8 Latin
- 9 New Age

- 10 Pop
- 11 Rhythm & Blues
- 12 R'n'B/Hip Hop/urban
- 13 Reggae

- 14 Rock/Alternative
- 15 Traditional Ethnic
- 16 World
- 17 Soundtracks

*Obligatory field for Midemconnect, the Midem online database matchmaking tool.

5 ACCOMMODATION BOOKING

Reed MIDEM will ensure that you get the best deals on accommodation during Midem, whether you are looking for a hotel or an apartment.

Let our dedicated team assist you with your accommodation requirements: for these purposes, please fill in the accommodation section of the "List of participants" below.

If you prefer to give us only one contact in charge of accommodation for your company (this person does not necessarily have to be a Midem attendee) please complete the following section:

Name First name

Email Tel



6 LIST OF PARTICIPANTS FOR THE Midem Yearbook Guide, Midemconnect listings and request for accommodation.

A PERSONAL/UNIQUE EMAIL ADDRESS IS MANDATORY FOR EACH PARTICIPANT TO:
 • access Midemconnect, the Midem online database - without an email address, participants will not receive their login information
 • receive your e-ticket

Please list Participants by order of importance in the company.

1 Participant:

Mr Mrs Ms

SURNAME _____

First Name _____

Job Title _____

Email _____

INDIVIDUAL EMAIL ADDRESS IS REQUIRED / Not listed in the Midem Yearbook Guide

Should you need a Visa invitation letter, please tick this box

The invitation letter for a Visa will only be sent after the payment of participation fees

You have the option: To hide your email address on Midemconnect
 Not to receive commercial offers from Reed MIDEM via email

Are you coming to Midem for the first time? yes no

YOUR MAIN ACTIVITY:

Please indicate in the box on the right, which number below corresponds to your main activity at the market (select one number only)

- | | | | |
|------------------------------|----------------|---------------------------|------------------|
| 1 - Record | 2 - Publishing | 3 - Artists Management | 4 - Organisation |
| 5 - Tech & Mobile | 6 - Media | 7 - Music & Images (SYNC) | 8 - Live |
| 9 - Brands & Advertising | 10 - Finance | 11 - Legal | 12 - Sales |
| 13 - Marketing/Communication | 14 - Artist | 15 - Student | |

Accommodation Yes No

Please refer to the hotel list attached, and complete the following section if you require Accommodation (NB: hotel choice is subject to availability and is not contractual)

Arrival Date ____/____/____ Departure Date ____/____/____

Hotel Single Double Twin or Apartment

Preferred hotel category _____

2 Participant:

Mr Mrs Ms

SURNAME _____

First Name _____

Job Title _____

Email _____

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Hotel Single Double Twin or Apartment

Preferred hotel category _____



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Mr Mrs Ms

SURNAME _____

First Name _____

Job Title _____

Email _____

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Hotel Single Double Twin or Apartment

Preferred hotel category _____

4 Participant:

Mr Mrs Ms

SURNAME _____

First Name _____

Job Title _____

Email _____

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Hotel Single Double Twin or Apartment

Preferred hotel category _____



5 Participant:

Mr Mrs Ms

SURNAME _____

First Name _____

Job Title _____

Email _____

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Are you coming to Midem for the first time? yes no

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Accommodation Yes No

Please refer to the hotel list attached, and complete the following section if you require Accommodation (NB: hotel choice is subject to availability and is not contractual)

Arrival Date ____/____/____ Departure Date ____/____/____

Hotel Single Double Twin or Apartment

Preferred hotel category _____

7 Midem REGISTRATION

This fee includes your company delegate listing in the Midem Yearbook Guide and Midemconnect, the Midem online database.

	Price per person (excl. VAT)	N° of participant(s)	TOTAL
Student Registration	€295	____	€ _____
Performing Artist Registration	€295	____	€ _____

SUB-TOTAL € _____

8 REGISTRATION CLAUSE

- Badges can be obtained on site only upon presentation of an official form of ID from 9.30 am on 31 January 2014.
- Only names of the persons accredited by the participating company, for whom a request for accreditation has been received by the organiser by the date of 20 December 2013 can be listed in the Midem Yearbook Guide.
- The participating company can only register here full time salaried employees of the same company based in the same office and country. Justificatory documents may be required with the signature of the legal representative of the participating company. If the participating company does accredit persons not fulfilling the requirements established above, they will be obligated to pay the current visitor fee (+7% VAT) for each wrongfully registered person. Failure to comply will make the participant subject to the sanctions set forth in article 25 of the Rules which are printed hereafter.
- If the participant loses his/her badge, Reed MIDEM will have to bill him/her €80 (+19.6% VAT) for a duplicate.



9 TOTAL PAYMENT

(PLEASE INSERT YOUR TOTAL AMOUNT IN THE "BALANCE DUE" FIELD BELOW).

7 TOTAL DUE FOR REGISTRATION (excl. 19.6% VAT) € _____

+19.6% VAT (if applicable*) € _____

BALANCE DUE € _____

* VAT on Registration is obligatory for all French customers, EU customers not subject to VAT and non-EU customers not subject to corporate income tax.

10 TERMS OF PAYMENT

This participation contract must be accompanied by payment.

Note that the services listed above cannot be processed until full payment is received.

Details on how to pay can be found on the following page.

11 DECLARATION OF AGREEMENT

The undersigned acknowledges that he/she has read the Rules related to midem, printed hereafter, and undertakes to comply with these Rules. He/she confirms that he/she has duly informed the appropriate employees of his/her company that their personal data is processed by computer and that he/she has informed them of the terms of Article 22 of the Rules and of their rights in connection herein. In particular, he/she acknowledges and accepts that personal data is accessible to participants or their partners that may be located in states that may not provide a sufficient level of protection equivalent to the European Union Directives related to the processing of personal data. Furthermore, in view of the professional nature of the market, he/she undertakes on his/her honour not to engage in any act of counterfeiting or piracy. Therefore, he/she hereby guarantees Reed MIDEM against any action based on Reed MIDEM's use of said data as permitted by Article 22 of the Rules. Finally, the undersigned represents and warrants that he/she is duly authorised by his/her company to bind it by the Rules hereof and agrees that he/she is personally bound and liable pursuant to the Rules hereof in the event such authority to bind his/her company does not actually exist.

SURNAME _____

First Name _____

Job Title _____

X Signature (COMPULSORY)

X Date (COMPULSORY)

X Stamp

THIS CONTRACT IS FINAL AND BINDING



12 WAYS TO PAY

I'M PAYING BY BANK TRANSFER (for Paris and US Office clients only)

IMPORTANT ! For UK Office clients only: please consult your local sales office for the correct bank details in the UK.
 This bank order must be made with the following indications: "Payment at no costs for the beneficiary" together with the legal company name, name of event and invoice number.
 Please send us a copy of the wire transfer to facilitate the identification of your payment.

Bank code	Agency code	Account number	Control	Banking domiciliation	Swift Code /BIC	Account owner	EU VAT Number
30066	10947	00010005001	79	C.I.C SAINT AUGUSTIN GCE SUD 102 BD HAUSSMANN 75008 PARIS	CMCIFRPPXXX	REEDMIDEM SAS 27 Quai Alphonse Le Gallo CS 10026 92513 Boulogne-Billancourt Cedex	FR 91 662 003 557
IBAN International Bank Account Number FR76 3006 6109 4700 0100 0500 179							

I'M PAYING BY EURO CHEQUE

Please make cheques payable to: Reed MIDEM
IMPORTANT! For UK Office clients only : UK cheques amended to Euros - payable to Reed MIDEM (this option is not acceptable less than 4 weeks prior to the market).

I'M PAYING BY CREDIT CARD

BY POST: Please return your contract by post to your local sales office (address below)
BY FAX: Please return your contract to the following fax numbers ONLY
 PARIS: +33 (0)1 79 71 90 90 - LONDON: +44 (0)20 7895 0949 - NEW YORK: +1 212 284 5148

VERY IMPORTANT! FOR SECURITY REASONS, DO NOT SEND CREDIT CARD INFORMATION VIA EMAIL.
 Credit card details received by email will automatically be deleted and the contract destroyed.

PLEASE INSERT THE TOTAL AMOUNT OF THE BALANCE DUE (including VAT if applicable):
 (For authorisation of payment)

Amount (COMPULSORY)
 € _____

VISA/MASTER CARD AMERICAN EXPRESS

Card number _____ Expiry Date _____

Name of card holder (as seen on card) _____

Signature of the card holder (COMPULSORY)

Date (COMPULSORY)

13 PLEASE RETURN THIS COMPLETED CONTRACT TO YOUR LOCAL REPRESENTATIVE

Reed MIDEM Paris Headquarter
 Europe (excluding UK & Ireland),
 Asia, Middle East, Africa,
 Latin America
 Client Administration
 27 Quai Alphonse Le Gallo
 CS 10026
 92513 Boulogne-Billancourt Cedex
 Tel.: +33 (0)1 79 71 92 00
Fax: +33 (0)1 79 71 90 90
 customerhelpdesk@reedmidem.com

Reed MIDEM Ltd
 UK & Ireland & Australia
 & New Zealand
 Javier LOPEZ
 Director UK Sales
 javier.lopez@reedmidem.com
 Greybrook House
 28 Brook Street
 London W1K 5NQ
 Tel.: +44 (0)20 7528 0086
Fax: +44 (0)20 7895 0949

Reed MIDEM North America
 USA, Canada, Latin America
 midemusa@reedmidem.com
 360 Park Avenue South - 9th Floor
 New York, NY 10010
 Tel.: + 1 212 284 5130
Fax: +1 212 284 5148



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14 RULES

1 - General provisions

The provisions of these regulations (hereinafter, the "Regulations") shall apply to all exhibitors, visitors and service providers (hereinafter, the "Participants"), who request admission to the various professional events organised by Reed MIDEM (hereinafter, the "Organiser"), a French société par actions simplifiée (simplified limited company) with share capital of €310,000, whose registered office is located at 27/33 Quai Alphonse Le Gallo, 92100 Boulogne Billancourt, France, and which is registered with the Nanterre Trade and Companies Register under number 662 003 557. These Regulations shall also apply to parties who contract with the Organiser. The goods and services offered in connection with the event shall meet only the requirements of any individual or legal entity whose business activities are directly 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 on any other legitimate grounds, such as a dispute, etc.

2) Acceptance of contract documents

Signature of the participation contract and any admission to the event shall be deemed the Participant's total and complete agreement with and acceptance of the provisions of the Regulations, the participation contract, the specifications of the operator of the exhibition hall and, in the case of Exhibitors (an Exhibitor is defined as any Participant who rents a stand at the event), the technical manual and the insurance policies that the Organiser takes out on behalf of the Exhibitors (hereinafter, collectively, the "Contract Documents"), all of which may be downloaded directly from the event's website.

Accordingly, the Participant undertakes to comply with the Contract Documents, as well as with any health and safety measures the public authorities may impose, and to cause its employees and service providers to comply therewith. Any amendments or reservations that the Participant may make to the Contract Documents in any manner whatsoever shall be deemed void.

3) Amendments to and priority of the Regulations

The Organiser reserves the right to decide on all matters not covered by these Regulations and to add new, immediately applicable provisions to cover matters not dealt with by the general regulations governing commercial events, which are posted on the www.fscf.com website. The Regulations shall prevail over any general terms and conditions of purchase of Participants. In the event of a discrepancy between the French and English versions of the Regulations, the French version shall prevail.

4) Postponement or cancellation of events

Until the date on which registration closes, Participants shall assume all risks associated with the non-occurrence of the event and, in particular, they alone shall bear costs they may have chosen to incur in anticipation of the event.

However, Participants may be refunded the amounts of their deposit or participation fee if the event is cancelled or upon the occurrence of a force majeure event. In the latter case, Participants shall be refunded an amount equal to sums already paid, less expenses incurred by the Organiser.

A force majeure event is any new health, climatic, economic, political or social situation, at the local, national or international level, that:

- is not reasonably foreseeable at the time the event is advertised to Participants;
 - is beyond the Organiser's control; and
 - makes it impossible to hold the event or creates risks of disturbances that may seriously affect the organisation and proper functioning of the event or the safety of property and persons.
- If the event is postponed, the amount of the deposit or participation fee paid by Participants shall be carried over in view of their participation in the new event.

ADMISSION TO EVENTS

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 Participants and/or the integrity of the site. In such case, the Participant shall be reimbursed the share of sums already paid applicable to the remaining days 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 procedures. The distribution, reproduction or sale of admission passes in order for any person other than the Participant to derive a profit therefrom is strictly forbidden and is 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, aural, olfactory, etc.) to the organisation of the event, the other Participants, whether or not in neighbouring stands, or the public, either at their stand, in the advertising 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 in the venue where the event is held and in the immediate surrounding area.

All 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 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 participation contract which specifies the characteristics of

the event. Unless otherwise stated, sponsorships are nonexclusive.

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 to modify the characteristics of the event or to have the Participants modify the materials intended to be distributed, in particular due to legal requirements or for reasons related to the general organisation of the event and/or, more broadly, in the interest of all Participants.

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 for such purpose. Only photographers / cameramen who have received written authorisation for such purpose shall be allowed to operate within 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 communicate their opposition 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, and to communicate to the public, in the whole world, such photos and/or recordings, which may be presented (in particular in the form of live or delayed 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 (in particular, downloadable formats, including MP3, podcasts and webcasts), using any method or process known or unknown at this time, in whole or in part, on all tangible or intangible media known or unknown at this time, including but not limited to paper, optical, analogue and digital media (CDs, DVDs, etc.), or over an electronic network (the internet and, in particular, the websites of the Organiser and its partners), and on any other promotional or marketing tool it may use for information or promotional purposes, unless Participants communicate their opposition in writing in advance.

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, 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 a 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) Accommodations

The Organiser enters into agreements with hotels and estate agents in Cannes and the surrounding area in order to assist Participants, to the extent possible and under the best possible conditions, in finding accommodation. However, this does not constitute an obligation on the part of the Organiser, and the Organiser shall not be liable with respect to hotel reservations and/or accommodations selected.

INSTALLATION OF STANDS

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 they plan to install, in accordance with the interests of the event.

Participation in prior events shall not entitle Exhibitors to a specific location. The Organiser shall in no event be liable to Exhibitors for any consequences that may ensue from the location assigned to them, such as low foot traffic.

In the event a Participant causes a disturbance or 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 if they do not comply with the requirements of the Exhibitors' Technical Manual, after having given Exhibitors 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) Set-up, installation and decoration, breakdown

Exhibitors and any person duly appointed to represent them shall:

- Become familiar with the Exhibitors' Technical Manual and the specifications of the operator of the exhibition hall in effect, and comply therewith;
- Comply with the safety measures imposed by applicable laws and regulations during set-up, breakdown and throughout the event; and
- Be present at their stand during the inspection by the teams responsible for ensuring compliance with safety standards.

Subject to the provisions of the aforementioned documents, the event's accident prevention plan, the Exhibitor's specific accident 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.

The Organiser reserves the right, at any time and at the Exhibitor's expense, to have removed or to destroy any materials or installation deemed non-compliant.

14) Manning the stand

Exhibitors shall at all times maintain sufficient staff at their stand 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.

Products shall be displayed only within the stand, shall not encroach on the aisles and shall in no event inconvenience nearby Exhibitors. Materials and products shall be arranged in an aesthetic manner. Take-away sales or sales in which goods are immediately delivered to the buyer are forbidden, except with the Organiser's prior written authorisation.

Events held at the stand as: attractions, 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. 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.

Therefore, at the time they take possession of their stand, 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.

Exhibitors shall vacate the stands 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 it 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.

FINANCIAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPATION

17) Price and payment procedures

The participation fee, ancillary costs and the payment procedures and time periods are specified by the Organiser in the participation contract. Depending on the signature date of the participation contract, the first payment shall be equal to amounts already due on the relevant date.

The Organiser 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 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, being specified that if the exposed recovery costs are superior to 40 euros, the Organiser 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 "Price and payment procedures" clause shall automatically cause the amount of the participation fee to become immediately due and payable and/or shall entitle the Organiser to suspend performance of services, in particular access to the online community and/or the event, and/or to reassign the stand's location [to another Participant]. When the problem has been resolved, at the Organiser's discretion, the Participant may be offered a substitute alternative solution.

Failure to pay the price in full shall preclude the Participant from registering for any future event of the Organiser.

19) Cancellation of participation

The participation contract is final and irrevocable. The entire amount of the participation fee shall be owed 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 Organiser 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 Participant cancels its reservation on any date whatsoever and for any reason whatsoever; or
- 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; with the exception of the occurrence of a force majeure event, as defined by Article 1148 of the French Civil Code (Code Civil) which, if proved, shall entitle the Exhibitor to a refund of all amounts paid.

INTELLECTUAL PROPERTY

20) Intellectual property

The Participant warrants the Organiser that it holds all intellectual property rights in the content defined below and in the materials exhibited, or that it holds the authorisations necessary to display and/or distribute them in connection with the event.

To ensure the complete transparency of the event, at the Organiser's request, the Participant shall provide all catalogues and/or brochures, or the media containing them, related to the products and rights it offers.

The Participant shall inform the Organiser in writing if it plans to broadcast music at its stand and/or in its advertising space, and shall file all required reports, in particular with the SACEM, and make the payments associated therewith.

The Participant shall hold the Organiser harmless in the event of any recourse on the grounds of non-compliance with these obligations.

21) Organiser's media and content

The Organiser shall provide the Participants with catalogues, periodicals, databases, lecture programmes and websites specific to the event (hereinafter, the "Organiser's Media" or "its Media"). The Organiser 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 Organiser hosts.

This Media is protected and the Participant shall therefore not use it in any manner whatsoever without the Organiser's prior written agreement.

- Organiser's Media and Content provided to Participants

All texts, videos, images, distinctive signs, data, IT applications and/or functionalities published in the Organiser's Media, with the exception of those submitted by Participants (hereinafter, the "Content"), are the property of the Organiser and/or third parties and are protected by the French Intellectual Property Code (Code de la Propriété Intellectuelle) and the French Civil Code. Therefore, Participants shall in no event reproduce, modify, delete, distribute, grant and/or use them, in whole or in part, and in any manner whatsoever, without the prior written agreement of the Organiser or the right holders. Otherwise, Participants risk being liable or being held liable.

- Organiser's Media and Content provided by Participants The Participant authorises the Organiser to reproduce and use its own content, for the time period during which the Organiser'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 Organiser's Media. The Participant may not hold the Organiser 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 authorisations and, failing this, shall hold the Organiser harmless in the event of any recourse.

- Placing advertising on the Organiser's Media The Organiser 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 Organiser 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, as well as any unlawful statement or image. Any authorised advertorial-type advertising within the Event venue must carry the banner "PUBLICITE" [ADVERTISEMENT]. The Organiser 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 Organiser before it discovers the unlawful nature of the publication. In the specific situation where a Participant has placed an order for advertising on the Organiser's Media but fails to provide the Organiser with the information and documents necessary for publication in a timely manner, the Organiser 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. The documents used to publish advertising shall be returned to the Participant or its representative only upon request. The Organiser is required to keep such documents for one (1) year only, and may destroy them after such period.

DATA PROTECTION

22) Collection and use of data

Participants are informed that their personal data, i.e. all information requested of them, in particular at the time they register for the event, and that enables them to be (directly or indirectly) identified (such as their surname, first name, position, email address, telephone and fax numbers and photographs) is indispensable for concluding the participation contract and gaining admission to the event. For these purposes, personal data is processed electronically, and such processing is reported to the French National Data Protection Authority (Commission Nationale Informatique et Libertés or CNIL).

For the purposes of fulfilling the participation contract, all or some of this personal data may be transmitted anywhere in the world, including at times to countries that may not necessarily guarantee a level of data protection equivalent to that guaranteed by the French Data Protection Act, as amended. This personal data may be:

- Communicated to other Participants, who may be located anywhere in the world, in order to enable them to prepare for the event and schedule their business appointments.
- In this regard, the Participants undertake not to use such data for any other purpose. The Organiser reserves the right to enjoin nuisances caused by such use by any means.
- Communicated to third parties that have entered into contracts with the Organiser, in particular the companies of the Reed Elsevier group and the Organiser's representatives, service providers and partners, which may be located anywhere in the world.
- Used on all distribution and promotional media in connection with the relevant event, including over the internet.

In accordance with the French Data Protection Act of 6 January 1978, as amended, Participants may exercise their right to access, correct and oppose the use of their personal data by writing to the following email address: contact.cnil@reedmidem.com.

INSURANCE AND LIABILITY

23) Insurance

Participants shall ensure that they have taken out all insurance policies necessary for their participation. The Organiser declines all liability in this regard, in particular for the loss or theft of personal property. Nevertheless, the Organiser 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 policies, a copy of which will be provided to Exhibitors if they request it from the Organiser. 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. If not, Exhibitors shall take out additional insurance policies. The Organiser 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.

24) Liability of the Organiser

The Organiser shall not be liable for any losses that Participants may sustain (including loss of use and business losses) for any reason whatsoever, with the exception of bodily injury. The Organiser only owes the Participant a reasonable endeavours obligation.

MISCELLANEOUS

25) Sanctions

Depending on the circumstances, the Organiser reserves the right to take the following actions, without the Participant being entitled to claim any compensation:

- Unilaterally and automatically terminate the participation contract in the event of the Participant's partial or total non-performance of the provisions of the Regulations, the Exhibitors' Technical Manual, the participation contract and/or the insurance policies that the Organiser has taken out on behalf of the Exhibitors;
- Order the immediate closure and then the taking down of the stand and/or the immediate expulsion of the Participant from the event venue;
- Prohibit the Participant from participating in the event for two (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. These sanctions may be imposed without prejudice to legal action the Organiser 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 Organiser's actions (in particular, bailiff's costs, costs associated with taking down the stand, etc.).

26) Validity

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

27) Governing law and jurisdiction

These Regulations and the participation contract, which are an adhesion contract, the insurance policies that the Organiser has taken out on behalf of the Exhibitors and the Exhibitors' Technical Manual are governed by French law.

The French versions thereof, which the Participant acknowledges it has read (and which are available on the event's website and/or upon written request from the Organiser) are the only versions binding the parties, which the parties expressly acknowledge.

The Participant undertakes to seek an amicable resolution with the Organiser before initiating legal action before the competent courts. THE PARTIES EXPRESSLY AGREE THAT IN THE EVENT OF A DISPUTE CONCERNING THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THE ABOVE PROVISIONS, THE COURT WITH JURISDICTION OVER THE ORGANISER'S REGISTERED OFFICE SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR SUCH DISPUTE.