

## ARTICLE 1: DEFINITIONS

**Client:** Means the beneficiary of services and signatory of the Quotation;

**Quotation:** Means the terms and conditions agreed commercially and operationally between ELISA and the Client specifying in particular the identity of the Client, the services chosen and the price;

**ELISA:** Operator of SPM, a société par actions simplifiée (simplified joint stock company), with a share capital of 4,840,000 Euros, the registered office of which is situated at 261 Boulevard de Tournai, Villeneuve d'Ascq (59650), recorded in the Lille Register of Trades and Companies under the number 508 378 130.

**Event:** Means the Client's event organised at SPM;

**SPM:** Means the enclosure of the Stade Pierre Mauroy comprising the areas for Business Events;

**Party (Parties):** Means ELISA and/or the Client;

**Services:** Means the services entrusted by the Client to ELISA, as specified in the Quotation.

## ARTICLE 2: OBJECT OF THE GT&CS

The object of these General Terms and Condition of Sale for Business Events (GT&CS), drafted by ELISA, is to define the terms under which ELISA markets hospitality services for meetings, congresses and seminars together with associated catering within the SPM site for the benefit of event-organising Clients.

In the event of any contradiction between the provisions set out in the Quotation signed by the Client and those set out in these GT&CS, it is agreed that the provisions of the Quotation shall prevail. These GT&CS shall prevail over potential terms of purchase officially conveyed by the Customer, especially if contradictions exist between those two. These GT&CS and the Quotation shall form a contractual whole of an inseparable nature. The duration of validity of a Quotation shall be fifteen working days. A Client who confirms a Quotation, by any means, fully accepts these GT&CS in their entirety. The Client undertakes to comply and ensure compliance by any contractor acting on its behalf as well as its own attendees with these GT&CS and all statutory and regulatory requirements. Furthermore, these GT&CS requirements are likely to evolve and/or to be modified following French law and regulations evolution.

## ARTICLE 3: RESERVATION PROCEDURE

It is firstly specified that the provision of seats in SPM is an offer known as a "multi-option" offer under which the first Client who fulfils the following formalities is guaranteed the reservation of the said seats. The Client must confirm its reservation prior to the date of validity set out in the Quotation and return one copy of the Quotation to ELISA, accompanied by the GT&CS duly signed and dated by the Client, endorsed with its stamp. The above-mentioned Quotation shall be accompanied by payment of the deposit which constitutes an essential and determining condition of the reservation without which ELISA shall not be contractually bound. If these formalities are not complied with, ELISA will not be able to guarantee the availability of the seats reserved. In addition, the Client guarantees obtaining the legal capacity to proceed to the reservation and/or to guaranty it has a power of representation, which is essential to the company. The Quotation and GTC acceptance by the Customer involves a firm and irrevocable commitment by the latter.

## ARTICLE 4: FINANCIAL TERMS AND CONDITIONS

Unless provided otherwise by these terms and conditions, the price shall be indicated on the Quotation and on the invoice sent to the Client. Pricing expressed in Euros and the VAT rate applied shall be the normal rate in force as at the date of billing. The pricing for the Quotation is given for a period which is valid until the end of the date of validity. After this period, ELISA reserves the right to amend the pricing in response to changes in economic conditions.

Payment due dates are fixed by ELISA and indicated on the Quotation, it being specified that the Client undertakes, on signing, to pay a deposit of at least 50% of the total price of the services inclusive of VAT. Any payment is to be made by bank transfer (or by bank cheque where agreed by ELISA) to the account details provided by ELISA. In default of payment on the due date as specified in the Quotation or invoice, the Client shall be automatically liable to the application of penalties of three times the statutory interest rate in force, without prejudice to a court order for payment. Additionally, in accordance to recovery charges, an amount of forty Euros per debt shall be due for payment as from the day following the due date planned by the Quotation, in compliance with Article D.441-5 of the French Commercial Code.

## ARTICLE 5: TERMS OF SERVICES

**5.1 Provision:** The period of provision is as set out in the Quotation, together with the areas to be occupied by the Client. In the event of a reduction of the number of attendees, ELISA shall be entitled to offer a different area to that initially scheduled. Further in the event of works of any nature, an event of force majeure or a technical problem affecting the running of the Event initially specified in the Quotation, ELISA shall be entitled to make different areas available to those initially scheduled, without prejudice for the Client. Finally, it is specified that on account of the specifics of the site and the priority which must be given to the organisation of major sports, cultural and musical events (including meetings of the resident Club), the reservation of an event more than two months prior to its planned date may, in the event of an event

taking up the whole of the SPM or due to reasons of confidentiality during the set-up period, require the Event to be moved to another area or to be postponed.

**5.2: Additional fee:** After the times set out in the Quotation, the Client will be re-invoiced to take account of the additional costs of staff incurred by working overtime.

**5.3: Terms of occupation:** The area made available to the Client shall only be accessible during the hours specified by ELISA, and only to the persons registered beforehand for the Event. The person in charge of the event appointed by the Client may request access to the areas made available outside these hours at times agreed by ELISA. Such access will only be permitted where accompanied by an employee of ELISA. It is agreed that the client shall indemnify ELISA as to all complaints raised against it in connection with the occupation of SPM for the Event and all consequences arising therefrom, in such manner that ELISA shall at no time be troubled.

**5.4: Catering service:** The Client must confirm its choice of catering no later than fifteen days prior to the date of the Event. In default, ELISA reserves the right to impose a choice of catering service in accordance with the price category contracted with the Client. The Client must confirm the exact number of attendees benefiting from the catering service no later than eight days prior to the date of the Event. Food or drink not consumed at an Event shall not give entitlement to any refund, return of merchandise and/or reduction in the total price of the Event. Further, and in general, it is prohibited for the Client to bring in food and drink from outside, save with the prior express consent of ELISA. Where this is authorised, ELISA and its sub-contractors shall not be held liable for consequences of any nature whatsoever connected with the consumption of food and drink, even where served by ELISA or its sub-contractors.

**5.5: Attendees:** The Client shall provide the list of attendees no later than eight days prior to the date of the Event. The Client may amend this list no later than the day before the Event (subject to Article 5.4) and ELISA shall take account of such amendment in so far as is possible. It is specified however that ELISA cannot be held liable for any consequences connected with the smooth running of the Event following a late change in the number of attendees. **5.6: Amendments:** Any request to amend the services specified in the Quotation must be sent in writing to ELISA. ELISA may, for any reason, refuse a request for amendment. In the absence of an express response from ELISA within eight days prior to the date of the Event, the Event shall be deemed to continue in accordance with the terms and conditions initially specified in the Quotation, without prejudice for the Client. In any case, the modification confirmation shall be the subject of a written contract by ELISA to the Client.

**5.7: Specifications finalisation:** Services planned on the Quotation are settled on the basis of the Client's specifications. In the situation where his needs would not be finalised yet at the Quotation signature date, additional services may be agreed between both Parties according to a complement of the Quotation or a Quotation update.

## ARTICLE 6: DELIVERY OF EQUIPMENT

With regard to the preparation of the Event, the Client is informed that any delivery by its suppliers and/or service providers must be via the SPM Internal Service Road. In this regard, the Client undertakes to provide to ELISA the delivery form and security protocol delivered by ELISA at the Client's request, two (2) days prior to the date of delivery. In no circumstances will ELISA provide a security service or be held liable for theft and/or damage to deliveries. As a matter of principle, only deliveries organised directly by the Client will be accepted by ELISA. More generally, in the situation where ELISA may be, according to the Quotation, required to bring the participation of the security guards, this service shall not be considered as a fittings, material or installations keeping transfer, which are provided for the purpose of the Event.

## ARTICLE 7: TRADE FAIRS AND EXHIBITIONS

A Client organising a trade exhibition within the meaning of Article L.762-2 of the Commercial Code undertakes to accomplish the statutory formalities through the competent authorities. It must provide ELISA with a copy of the receipt of declaration at least fifteen days prior to the date of the Event. Failure to provide this document within the abovementioned time limit shall lead to application of the terms of outright cancellation set out in Article 10.1.

## ARTICLE 8: SALES TO THE PUBLIC

A Client wishing to sell goods to the public undertakes to comply with the legislation in force. Accordingly, it shall provide ELISA with a copy of the prior declaration of sale to the public, and, at least fifteen days prior to the start of the Event, a copy of the acknowledgement or receipt for submission of the prior declaration, issued by the town hall. Failure to provide these documents within the abovementioned time limit shall lead to application of the terms of outright cancellation set out in Article 10.1. Finally it is specified that the sale of gold is strictly prohibited in SPM's premises.

## ARTICLE 9: INTERNET:

If wired access to the Internet is set up by ELISA for the Client (such as the service is referred to in the Quotation), the usage of the Internet access shall be strictly professional. Depending on the technical constraints of the Event, it is possible that ELISA may not be in a position to filter and supervise this access. ELISA will inform the Client in this regard. Control of use of this access shall be the Client's responsibility. Subject to the law concerning respect for the private and professional life of the users and in accordance with the statutory

provisions in force, the Client may exercise the abovementioned control over access. ELISA shall in no circumstances be held liable for any unlawful and/or negligent use of this Internet access used by the Client. The Client undertakes to take all necessary measures to ensure the application of these obligations, both by itself and by its own clients or guests.

## ARTICLE 10: CANCELLATION

**10.1 Outright cancellation of the Event:** Outright cancellation of the event shall be understood to mean the non-occurrence of the event on the date specified in the Quotation signed by the Client, due to its own action (or that of its clients, service providers or agents) other than a situation of force majeure. In this situation, the Client shall be liable to ELISA for payment of the following sums: 50% of the amount set out in the Quotation in the event of cancellation more than 30 days prior to the date of the Event. 80% of the amount set out in the quotation in the event of cancellation between 8 and 30 days prior to the date of the Event. 100% of the amount set out in the quotation in the event of cancellation less than 8 prior to the date of the Event.

**10.2 Partial cancellation of the event:** Partial cancellation of the event shall be understood to mean a reduction of the number of attendees or services selected after the signing of the Quotation, due to its own action (or that of its clients, service providers or agents) other than a situation of force majeure. In this situation, the Client shall be liable for payment of all of the non-recoverable costs incurred by ELISA as at the date of partial cancellation.

## ARTICLE 11: POSTPONEMENT

Where the Event has to be postponed to a date other than that specified in the Quotation signed by the Client, due to its own action (or that of its clients, service providers or agents) and other than a situation of force majeure, the Client shall be liable for all of the non-recoverable costs incurred by ELISA as at the date of partial cancellation. The Client is further informed that in default of an agreement between the Parties on a new date, this situation shall be considered to be a case of outright cancellation of the Event as provided for by Article 10.1.

Where the postponement is due to the action of ELISA, the Client may freely cancel its event and shall be entitled to reimbursement of any sums paid to ELISA.

## ARTICLE 12: FORCE MAJEURE

The Parties shall not be held liable for failure to perform any of their obligations or the exercise of any of their rights in connection with the Services in the event of force majeure. Force majeure shall be understood according to the defined term by the Civil Code and specified by French courts practical precedents, having the direct or indirect effect of making it impossible to hold the Event or preventing or delaying a Party in the performance of any of its obligations as set out in the Quotation. In this situation, each Party shall bear its own risks, losses and damages at the day of the Force majeure occurrence. It is specified that the term "losses" shall include the paid deposits by the Client to ELISA, according to the Quotation. The Client is accordingly recommended to insure against events of force majeure which may lead to the delay, postponement or cancellation of the Event. In case of an extended persistence of a force majeure situation, the agreement (binding both Parties) cancellation may be pronounced.

## ARTICLE 13: CONDITION OF THE PREMISES

The SPM areas made available to the Client shall be deemed to be clean and in good condition the time of its arrival. Depending on the nature of the Event, an agreed inventory, or, if asked by ELISA, one prepared by a bailiff, may be drawn up between the Parties. In the case where the Client has been invited to the agreed inventory but is absent during the observations, the inventory will be reputed to be agreed and will be opposable to the Client. The Client shall yield up the SPM areas in their original condition. Any damage to the premises made available to the Client that is established shall be subject to payment exclusively by the Client, on submission of an invoice.

## ARTICLE 14: COMPLIANCE WITH COPYRIGHT

The Client in its capacity as organiser shall be responsible for any declaration or payment of fees, including to SACEM (Society of Musical Writers, Composers and Editors), for the broadcasting of musical works and in general any entertainment within the premises. In case the Client wishes, for the purpose of its Event, to make video recording – by any mean – of the SPM, it should previously ask ELISA which will specify, if necessary, the accordance terms. Otherwise, ELISA may refuse access to SPM by the cameraman or photographer. It should be noted that in all circumstances, SPM is covered by copyrights. Any use of the image of SPM must mention the following credits: ELISA/VALODE & PISTRE ARCHITECTES/PIERRE FERRET ARCHITECTURE. Any use for commercial purposes is strictly prohibited and liable to legal proceedings and the payment of damages.

## ARTICLE 15: PROTECTION OF PERSONAL DATA

Both Parties commits, as far as each is concerned, in the purpose of the Event organisation, to conform to the legislation and ruling related to the protection of personal data, and in particular, Law 78-17 of 6 November 1978 entitled "informatique et libertés" (Data Protection and Freedom Information), along with the General Data Protection Regulation (GDPR). It is specified that between both Parties, the practical rules are those that are set between two

professional legal entities. The Client is already informed ELISA collects and processes data which is written on the Quotation and from the different communications between Parties, corresponding to purposes related to the good contractual execution of its deal and/or ELISA's legitimate interest. The data retention is limited according to above-mentioned interests. The collected data do not aim to be transferred to third parties, except to services-providers and subcontractors which are entitled to use it for the purpose of their mission. The Clients remains responsible of its data processing he makes on the purpose of its Event concerning its own employees, visitors, subcontractors or services-providers and protects ELISA against any plea at this point. Additionally, each Party commits to process to every appropriate technical and organisational measures in order to protect personal data from losses, inappropriate use and unauthorised access, diffusion, deterioration and destruction; the nature and level of these security measures must take due account of the level of sensitivity of the data. The Parties undertake to use the data in all trustworthiness and solely for the requirements of the Event, which is the subject of these GT&CS.

In compliance with the GDPR, the Client can, at every time, exercise its rights related to its personal data, including the access right, rectification right, erasing right or opposition right concerning its use. In order to exercise its rights, the Client has the possibility to contact ELISA by email at the following address [contact@stade-pm.com](mailto:contact@stade-pm.com). The Client also can use this contact address for every request concerning its personal data. If it considers its rights not respected, the Client can directly process to a reclamation to the French DPA "CNIL" (Commission Nationale de l'Informatique et des Libertés) via the website [www.cnil.fr](http://www.cnil.fr). More generally, every requirements concerning the personal data protection by ELISA are available on its website on the following link: "[www.stade-pierre-mauroy.com/donnees-personnelles](http://www.stade-pierre-mauroy.com/donnees-personnelles)".

#### ARTICLE 16: GENERAL PROVISIONS

Where the Client undertakes any additional installation, it must do so under its own responsibility and comply with the provisions relating to SPM's safety and fire risk provisions as well as obtaining the prior express consent of ELISA. The Client shall be responsible for making any application for consents of any nature whatsoever in connection with the Event scheduled to take place at SPM (Administrative, Labour Code etc.) SPM being a first category ERP (public access building) classed as L, N, X and T solely at level N1, the Client shall indicate without delay the specific classification of the Event with regard to this legislation in order to take the necessary measures on its own initiative with regard to any applications to be made to the competent authorities. In the case of a paying event for the Client's attendees, the Client undertakes to arrange for the collection of payments at the entry to SPM (unless otherwise provided by the Quotation). The Client shall inform ELISA with regard to the situation prior to the date of the Event. Any additional costs and administrative procedure associated with the implementation of this collection of payments shall be the entire liability of the Client.

#### ARTICLE 17: INSURANCE

The client undertakes to be insured by a reputable and solvent company in order to cover all consequences of public liability. Its insurance shall also cover the loss, damage and risks associated with the exercise of its profession, the content of its Event and all losses able to be caused to ELISA. ELISA recommends that the Client take out an additional insurance in the event of the presence of large equipment and/or valuable goods such that the establishment's liability shall not be incurred in the event of damage or theft of the said goods. ELISA furthermore certifies that it holds insurance policies for public liability covering the risks associated with the building and its activities, without the benefit of such policies being such as to release the Client from any liability.

#### ARTICLE 18: LIABILITY

The Client shall be liable for all loss and damage, including towards ELISA, caused by its own actions and the actions of its attendees, guests and the service providers to which it has recourse in connection with the Event. In this regard, the Client undertakes to pay the costs of repair in the event of damage to the areas made available to it. ELISA shall not be held liable for incidents of theft or fire, or more generally every rental risks resulting from the spaces occupation at the disposal of the Client for the purpose of its Event. Where ELISA carries out the installation of equipment belonging to the Client, it shall not be held liable in the event of total or partial loss of or damage to the said equipment. ELISA shall be liable, in compliance to common Law, for any noticed breach of rules during its obligation according to the Quotation, resulting from duly proven fault. In no case, ELISA can be liable for indirect or unpreventable damages that could be resulting from its obligation execution according to these GT&CS. It is stated between Parties that is especially considered as an indirect damage an operating loss, the third party's fault, the Client's fault, its partners' fault, or every financial or commercial damage, data loss, clientele loss or account loss. In any case, ELISA's liability is limited to the global amount (VAT included) related to the services specified on the Quotation. The Client and its insurers waive any claim against ELISA, its personnel, sub-contractors and insurers in the event of damages exceeding the above-mentioned limit or in case of damages whose the liability is excluded by the GT&CS. It is further to be noted that ELISA may not be held liable for the content (text, photographs etc.) provided to the Client, even where all best efforts have been made to ensure

that information illustrating SPM portrays the services available as accurately as possible.

#### ARTICLE 19: TERMINATION

A Party establishing a breach of any obligation under these GT&CS shall send a registered letter with request for acknowledgement of receipt by post to the Party in breach in order to give notice of the breach in question. If the Party in breach is unable to remedy the breach in question within eight (8) days with effect from the date of sending of the registered letter with request for acknowledgement of receipt, the aggrieved Party shall be entitled to demand termination of the intended services by the sending of a second letter by registered post with request for acknowledgement of receipt, without prejudice to any damages which it may claim. Termination shall take effect eight (8) days after the sending of this second letter by registered post with acknowledgement of receipt. In the event of a breach by the Client of any one of its obligations, it accepts that all sums of money remaining due to ELISA under these financial terms and conditions shall become payable immediately.

#### ARTICLE 20: ASSIGNMENT AND TRANSFER

The Client may not, on any basis whatsoever, assign or transfer all or part of the obligations resulting from the Quotation and/or these GT&CS, on penalty of a liability claim.

#### ARTICLE 21: GOOD FAITH AND NON-DENIGRATION

In compliance with Article 1104 from the Civil Code, obligations set up between both Parties shall be executed by them in good faith. Furthermore, each Party shall, in every circumstances, act in a way to not denigrating or harming the other Party's interests nor denigrating or harming its renown, directly or regarding third parties.

#### ARTICLE 22: AMENDMENTS AND NULLITY

These GT&CS may be amended at any time. In the event of amendment, ELISA undertakes to send the new GT&CS to the Client before the start of the intended Event. The new GT&CS shall apply immediately to the relationship between the Client and ELISA. It should be noted that in the event of one or other Articles of these GT&CS being legally or legislatively null and void, the remaining provisions shall all remain applicable and shall be fully effective.

#### ARTICLE 23: FIGHT AGAINST CORRUPTION

Each Party declares and guaranties it will execute its obligations by respecting and applying ethics fundamental principles and every practical rules concerning the fight against corruption, including and non-limiting, the French Law n°2016-1691 from 9<sup>th</sup> December 2016 related "to transparency, fight against corruption et to the modernisation of economic life". To this end, each Party commits to collaborate unreserved with the other Party in order to prevent and detect every acts liable to form a corruption fraud, by allowing, if necessary, any dedicated audit measure. Any individual that would face such acts can resort to the alert system set up by ELISA: "[service.juridique@stade-pm.com](mailto:service.juridique@stade-pm.com)"; the collected information is processed within a strict confidentiality.

#### ARTICLE 24: INDEPENDENCE BETWEEN PARTIES

Nothing in the Quotation, GT&CS, or more generally different communications between both Parties, can result from an association, a partnership or a company between them. Moreover, at no any moment nor any ways, one of the Party shall not be considered as an agent or representative regarding the other Party and none of Parties shall have the authority or the power to lie the other Party nor to contract under its own name nor to create some liability in any way and for any need. Requirements according to this article shall last over the upcoming term or the termination of the deal.

#### ARTICLE 25: SOCIAL

For the purpose of its Event, each Party shall supervise and remunerate its employees under its own responsibility in compliance with tax Law, social Law, and labour Law, and specifically regarding the labour working times. In compliance with provisions from Articles L.8221-1 and following, D.8222-4 and following of French Labour Code, the Client shall hand an "URSSAF" certificate (or equivalent) over to ELISA at first request, from less than 6 months ago, so as a Kbis (or the Client's company proof of identity), from at less than 3 months. Furthermore, the Client certifies and confirms on its honour that its Event will be organised and realised only with employees regularly employed regarding Articles L.3243-1, L.3243-2, L.3243-4, L.1221-10, L.1221-13, L.5221-8, L.5221-11, L.8251-1, L.1221-10, L.1221-13 and L.1221-15 from French Labour Code (or equivalent in case the Client is foreign from France, which will be previously checked by ELISA). Regarding this, the Client shall hand every necessary documents over ELISA at first request in order to justify any request to third parties able to process to a control. For that matter, the Client commits to enforce the whole requirements to its potential subcontractors or services-providers. It is specified that ELISA can give the above-mentioned document processing to a specialised third party that can act under its name, which the Client expressly admits and accepts.

#### ARTICLE 26: APPLICABLE LAW AND DISPUTES

These GT&CS shall be governed exclusively by French law regardless of the status of the Client and the Event organised. No disputes or claims can be taken into account unless set out in writing and sent to ELISA setting out the grounds and the amount of the dispute within a maximum of eight (8) days following the end of the Event. Any action after this period shall be deemed non-binding on ELISA regardless of the

nature of the dispute. In the event of dispute and in the absence of an amicable settlement by the Parties, the courts having jurisdiction shall be those in the place of ELISA's registered office.

#### ARTICLE 27: LEGAL VALUE

This English version of GT&C FOR BUSINESS EVENTS is given for information only. The only French version available on <http://www.stade-pierre-mauroy.com/conditions-generales-de-vente> is legally binding between the parties.



**STADE PIERRE MAUROY**  
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