

## GENERAL TERMS AND CONDITIONS

The present terms and conditions apply to all contracts (present and future) arranged by Mediation S.A., also referred to hereafter as « we » or « our company », with its clients. The client's general terms and conditions, as well as any modifications made by the client to our general and/or specific conditions, cannot be enforced against us, unless agreed upon orally or writing. The fact that we do not refer to terms and conditions at any specific time shall not be interpreted as a waiver on our part, nor can it be used against us later.

### Responsibilities

Mediation S.A.'s responsibility towards the client is limited to deliberate acts and substantial mistakes.

Mediation S.A. cannot be held responsible for delays or failures on the part of its supplier in case of force majeure.

### Responsibilities related to the organization of events

The client is fully responsible for the general organization of events, including obtaining necessary authorizations, handling social and fiscal charges as well as resolving copyright claims, unless other arrangements are made between the parties. The guests participate in the provided attractions on their own risk.

The subscriber of the proposal, as well as all other legally authorized persons, waives any claims for compensation from Mediation S.A. in the event of eventual damages (material, physical or otherwise), and they release Mediation S.A. from any liability. By accepting this contract, the client acknowledges that the risk of accident increases with inappropriate use or non-compliance with personnels instructions, and that they are fully responsible for any occurrences.

### Responsibilities related to Web Design

We retain ownership of the source code of all software elements, including tools and programming modules, that we develop or use for services to clients.

Ownership of these rights will be automatically transferred to the client without compensation in the event of dissolution, liquidation, or bankruptcy of our society. In all other cases, our prior written agreement is required for partial or total use of the source code.

When creating websites, Mediation S.A. uses open-source plug-ins. We cannot be held responsible for technical malfunctions caused by the updating of these plug-ins.

For clients subscribing to a maintenance contract, Mediation S.A. will regularly update the back end of the website.

In the case of a hosting contract, it is agreed for a one-year term, automatically renewable, unless termination is notified, by registered mail with acknowledgment of receipt, at least three months before the contract's expiration date.

### Insurances

Our liability insurance is limited to physical damages (up to EUR 5.000.000) and material damages (up to EUR 750.000) caused to a third party during the execution of work related to our activities.

Additionally, entrusted objects are insured up to EUR 25.000.

The client holds insurance for any other damage occurring at the event location.

### **Intellectual Property Rights**

All concepts, projects and models created by Mediation S.A. are protected as the intellectual property of Mediation S.A., regardless of the quality of the work.

Concepts, works, or parts of the work done by Mediation S.A. may only be used for a predefined type, scope, time and location.

For any use outside of what is specified in the contract, the client must request permission from Mediation S.A. and agree on a fee. The client has no right to transfer usage rights to third parties without written consent from Mediation S.A. Any violation of this law entitles Mediation S.A. to demand contractual penalties.

The original work and reproductions may not be modified or transferred to third parties without permission. Any reproduction, even partial, is prohibited. Any violation of this right entitles Mediation S.A. to claim contractual penalties.

Mediation S.A. may require to be credited as author in the reproductions of its work in a predefined format. Any violation of this right entitles Mediation S.A. to demand compensation.

Suggestions of the client, their employees or any associates do not confer any copyright ownership or influence on remuneration.

The client agrees that the projects and the photos taken during events may be used by Mediation S.A. for promotional issues (website, brochures, etc.).

### **Property of projects and data**

Ownership and copyright of projects and models remain with Mediation S.A. and cannot be transferred, unless otherwise stated. Only a right of use may be granted.

All original documents (models, electronic data, illustrations) remain the property of Mediation S.A. They are only available to the client to help him in the decision-making and to serve as documentation for reproducing the work.

Mediation S.A. does not automatically return data and files to the client. If a return is requested, this must be agreed upon at the time of contract signing and paid for separately.

Six (6) months after the end of the project Mediation S.A. reserves the right to destroy all original documents and related data.

Document retrieval and resending are at the client's risk and expenses.

### **Additional services and additional costs**

Any alteration or modification of models, texts, or concepts as well as additional services will be invoiced separately according to their duration.

Mediation S.A. reserves the right to subcontract services necessary to fulfill the contract on behalf of the client. The client grants full authority to Mediation S.A. in this regard.

If Mediation S.A. uses external services in its own name, the client agrees to cover the associated obligations and costs arising from these internal contracts.

### **Non-Solicitation**

With effect from entering into contract and for a period of one (1) year following the termination of the contract, the customer agrees not to employ or engage any individuals associated with Mediation S.A. as an employee or on a self-employed basis. The above applies regardless of who takes the initiative for such cooperation. Any violation will result in a fixed penalty of EUR 50,000.

### Data protection

Mediation S.A. processes client personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as from 25 May 2018 on the protection of individuals with regarding the processing of personal data. By concluding the contract, the client agrees to the processing of his personal data. In accordance with the amended law of 2 August 2002, the client has the right to access, rectify, and object to the collection of their data.

The data will be retained for the duration of the contractual relationship between the two parties and will be stored in accordance with applicable laws.

### Payment Terms

Prices are quoted in Euro, VAT excluded and are subject to errors and omissions.

All offers are valid for a period of one month, unless otherwise stated.

The offer may be adjusted based on changes regarding amounts and detail of services. Delivery and transport costs will be at the charge of the client, unless otherwise stated.

All orders will only be executed after the client's written confirmation and payment of deposit. As long as this written agreement and deposit or payments have not been received, Mediation S.A. reserves the right to adapt or not to perform our services.

Unless otherwise stated from us on the purchase order, all orders are subject to a deposit of 50% of the fixed price, payable at the time the order is placed. The remaining amount is due upon reception of the final invoice.

If the customer terminates the contract or only partially authorizes its execution by Mediation S.A., the client agrees to pay for all services and costs already incurred for the work performed, as well as any loss of profits arising from the unperformed part.

For orders placed less than 15 working days before the delivery of the project, the full amount must be paid at the time of the booking.

Cancellation fees after confirmation of the proposal: 20% of the budget.

Cancellation fees 4 weeks or less before the delivery of the project: 50% of the budget.

In case the client has to reschedule the project, all the hours spend on the organisation and all services delivered will be invoiced. Additional administrative fees and any other supplement, due to the reschedule, will also be invoiced.

Bank charges are payable by the client.

All invoices are payable, net, without discount, within 15 days of the invoice date. Any invoice not paid by the due date shall automatically and without prior notice incur interest at a rate of 8.05% per annum plus a flat rate of EUR 50 for administrative costs.

### Governing Law and Dispute

The present contract is governed by Luxembourg law. The French version of these terms will be used as the agreed version between all parties and prevails in case of discrepancies or dispute over interpretations. The parties agree that any disagreement or dispute related to this convention or arising from its interpretation or its application shall be submitted to mediation. For this purpose, the parties hereto agree to at least participate in one mediation meeting involving a decision maker. The certified mediator will be chosen by the parties. Failing agreement amicably, any dispute rising from the fulfilment or interpretation of this agreement will fall under the exclusive jurisdiction of Luxembourg courts.