

GENERAL CONDITIONS FOR EVENTS - STATION F

1. Purpose of General Conditions

1.1. These General Conditions govern the contractual or precontractual commercial relationships between the Company and the Client with respect to the provision of Space and any associated Services at the STATION F Campus.

1.2. These General Conditions prevail over any inconsistent agreements or stipulations, specifically including the general purchasing conditions of the Client. They cancel and replace the general conditions that governed prior relationships between the Parties.

1.3. These General Conditions may only be departed from by written agreement.

2. Definitions

2.1. "**Client**" means the client of the Company of which the references are indicated in the Quote;

2.2. "**General Conditions**" means these general conditions, including any changes and additions that the Company may make to them;

2.3. "**Contract**" means the entirety of the Quote, these General Conditions and the Internal Rules of the STATION F campus, forming an indivisible whole;

2.4. "**Quote**" means the offer made by the Company to the Client, which specifically indicates the Space, the dates of the Event, any associated Services, and the financial conditions;

2.5. "**Space**" means the location or premises made available to the Client on a temporary basis;

2.6. "**Event**" means the event described by the Client and which the Client intends to organize in the Space, starting from the date and time when the Space is made available and ending at the end of such availability, as indicated in the Quote;

2.7. "**Party(ies)**" means collectively the Client and the Company and either individually;

2.8. "**Services**" means the provision of the Space and any services related thereto;

2.9. "**Internal Rules**" means all of the rules applicable at the STATION F campus, in order to ensure safe and peaceful cohabitation among users. The Internal Rules are available here : <https://legal.stationf.co/pdf/InternalRulesEN-STATIONF-2017-07-01.pdf>;

2.10. "**Distinctive Signs**" means trade names, brands, logos and/or any other distinctive signs of each Party;

2.11. "**Company**" means the company STATION F, SASU (sole proprietor simplified joint stock company) with share capital of € 170,000,000, registered in the Paris RCS (Trade and Companies Register) under number 794 493 841.

3. Information relating to the Space

3.1. The STATION F campus is a 34,000 m² campus, operated by the Company, intended for the launching and development of thousands of innovative start-ups, in particular in the numerical and digital sectors. The STATION F campus, which comes under the category of historic monuments, in totality, is subject to strict restrictions, which the Client accepts.

3.2. The Space is a completely non-smoking area.

3.3. The Client acknowledges that it has been informed and has taken notice of the specifications and the configuration of the Space and of any information related to it and assumes responsibility for its choice based on its capacities and requirements. It acknowledges that it received all of the necessary information in this regard.

4. Acceptance - Reservation - Cancellation

4.1. The Contract is formed upon receipt by the Company of acceptance of the Quote by the Client, subject to a conditional precedent of payment of a down payment. Acceptance is made by signature of the Quote.

4.2. The reservation only becomes final after payment of the down payment to the bank account of the Company. Before such payment, the Company is free from any obligation. If applicable, the certifications by the banking establishment of the Company shall be authentic.

4.3. In the event of cancellation by the Client more than twenty-one (21) days before the date of the Event, the down payment paid shall remain acquired by the Company as compensation.

4.4. In the event of cancellation by the Client less than twenty-one (21) days before the date of the Event, the Company shall keep all of the amounts paid. The balance of any amounts due hereto that may not have been paid yet by the Client shall remain owed to the Company.

4.5. Any cancellation that occurs due to the Company before the date provided shall entail the return of any amounts previously paid by the Client.

5. Security deposit

5.1. The payment of a security deposit of an amount representing thirty percent (30%) of the price of the Services may be demanded from the Client. If applicable, the security deposit shall be paid by the Client at least twenty-one (21) days before the date of the event. The security deposit shall be paid by wire transfer or by using a bank check or independent guarantee at first demand, issued by a reputable financial institution. The security deposit paid in the form of a bank check will be cashed by the Company.

5.2. The security deposit shall be returned by the Company to the Client within a period of fourteen (14) days after the signature of the report on the condition of the premises, when it is found that no damage has been caused. In the event of any dispute about the sums to be returned to the Client for the security deposit, the Company shall keep the full amount of the security deposit until the dispute is resolved under the conditions set forth in Article 20 of the General Conditions.

6. Report on condition of the premises - Damage

6.1. A report on the condition of the premises may be made, at the initiative of the Company. The report on the condition of the premises shall be made in the presence of both parties at the moment the Space is made available and when it is returned and shall constitute a record signed by both Parties.

6.2. The Company may proceed to an electricity meter reading at entry and exit. If applicable, any excessive consumption or consumption higher than that included in the price of the Services which appears on the Quote shall be billed to the Client based on the electricity rate in effect on the date of the consumption.

6.3. In any case, the Client shall be presumed liable for any deterioration or damage to the Spaces and/or items made available to the Client and/or to the common parts of the premises of the Company. The Client shall be billed for any costs of repairs and the sums may be deducted from the security deposit to be returned.

7. Event

7.1. The Client acknowledges that the provision of the Space was granted to it in view of the Event described to the Company.

7.2. As a consequence, the Client acknowledges that it cannot make any major changes to the Event, without the prior written approval of the Company. For example and without limitation, the following changes are considered to be major changes:

- (i) Increase of the number of participants stated;
- (ii) Lengthening/shortening of periods of availability of the Space;
- (iii) Change of more than thirty percent (30%) of the contents and/or speakers initially presented;
- (iv) Failure to comply with the Company's editorial line.

7.3. The Company may demand from the Client, at any time, any information that shows compliance with these provisions.

7.4. Failing such agreement, the Company reserves the right to cancel the reservation, without any compensation for the Client. Any sum that has not yet been paid by the Client shall remain due to the Company.

8. Use of a service provider - Subcontracting

8.1. In the event that the Client wishes to use the services of a service provider for its event (caterer, audiovisual, security, cleaning, etc.), the Client agrees to select the service provider from among a list of service providers referenced by the Company. The Client may use its own service providers to take videos or photographs, excepted for an Event organized in the Master Stage and subject to the provisions in Article 13 below.

8.2. Except for the case of use of a referenced service provider, the Client shall not subcontract in any manner, in full or in part, the rights and obligations resulting from the Contract in favor of any third party, without the prior written approval of the Company.

8.3. The Company may refuse access to the Space to any service provider and/or subcontractor working for the Client and not authorized in advance in writing by the Company, without any possible compensation for the Client. The Client waives as of now any remedy against the Company due to such a refusal.

8.4. The Company is expressly authorized to subcontract its obligations pursuant to the Contract, including the Services, to any third party, without having informed the Client of it in advance.

9. Occupancy capacity

9.1. The Client agrees not to exceed the occupancy capacities of the Space, as indicated by the Company in the event kit (available here: <https://www.notion.so/stationteam/STATION-F-Kit-v-nementiel-593346aab6443f396319056360282d1>) and in the event specifications sent to the Client.

9.2. In the event that the Client plans to exceed the number of persons authorized, the Client shall request the written approval of the Company in advance. The Company may then ask it to take any actions necessary with the competent authorities (Paris Police Prefecture, fire department, etc.) in order to obtain the derogations or authorizations necessary to properly conduct the Event. The Client shall provide proof of it no later than seven (7) calendar days before the beginning of the Event.

9.3. In no case can the Company be held liable in case of any refusal to authorize or derogate by the administrations concerned. In addition, if the Event is canceled due to failure to obtain an authorization, the provisions of Article 4 of the General Conditions shall be fully applicable.

10. Decoration

10.1. The STATION F structure constitutes the distinctive element of the Space. As a consequence, the Space is made available to the Client in the condition in which it is found on the date of the Event.

10.2. Any changes to the premises shall be subject to prior approval by the Company. A complete case file relating to the changes desired in view of the Event shall be sent to the Company at least twenty-one (21) days before the Event. If these time periods are not followed or in case of any subsequent changes of the decoration plan, the Company reserves the right to reject or to have the decoration taken down at the Client's expense.

10.3. No drilling, hanging, or painting of the walls is authorized. Any fabric decoration must be M1 fireproofed. The fireproofing certificate shall be sent by the Client before any installation.

11. Trash removal

11.1. Any object and material (including any packaging and/or waste) that does not belong to the Company shall be removed no later than the end of the period when the Space is made available.

11.2. If it is not removed, the Company shall have the right to immediately throw away any object and material left on site at the cost and risks and perils of the Client.

11.3. If a security deposit has been paid, the costs incurred for trash removal shall be deducted from any sums returned for the security deposit. Otherwise, the Company shall send a bill to the Client.

11.4. In addition to trash removal costs, at the end of the period when the Space is made available, any additional occupancy time shall be subject to additional billing representing ten percent (10%) of the total price of the Services. Any time started shall be billed as a full hour.

11.5. Invoices issued by the Company pursuant to this Article are payable within seven (7) days of billing. Any late payment exposes the Client to late payment penalties set forth in Article 15.4.

12. Internal Rules - Security – Access conditions

12.1. The Client agrees, at any time, for the entire term of the Contract, to strictly comply with all stipulations of the Contract and the Internal Rules which are available by following the link: <https://legal.stationf.co/pdf/Reglement%20interieur%20STATION%20F%20-%202017-07-01.pdf>. The Client guarantees compliance with its stipulations by its personnel (salaried or non-salaried), its guests, service providers and/or any third party that has access to the Space at its initiative. The Client holds harmless and agrees to indemnify the Company against any consequences resulting from a breach, negligence or any fault by such persons in this regard, within the limits of the coverage amounts specified in its insurance certificate, which must meet the requirements of article 17 below.

12.2. The Client accepts the presence of one or more security agents of the Company to provide surveillance of the Space. If applicable, the organization of the Event may require the intervention of additional security officers, the Client agrees at this time to bear the cost of this service provider at its sole expense.

12.3. Furthermore, and taking into account the specific characteristics of the Company, the Client agrees to comply without reservation with any notes, procedures, recommendations and/or instructions imposed on it by the Company and/or its principals.

13. Communication - Promotion

13.1. The Client may, subject to the prior written approval of the Company, affix its Distinctive Signs in the Space, in accordance with the instructions of the Company. The Client agrees to remove them, immediately and at its expense, at the end of the Event.

13.2. The Client expressly authorizes the Company, from the signature of the Quote and for a minimum duration of five (5) years after its expiration, free of charge, to use and reproduce its Distinctive Signs, with a right to sub-license, worldwide, on any medium and in any form whatsoever, and in particular, without limiting itself to its Internet site and in any press releases, for the purposes of the promotion of the Event, of the activity of the Company and/or of the Services. Nevertheless, in any circumstances, the Client remains solely responsible for promotion of the Event. The Company does not bear any obligation concerning such promotion of the Event.

13.3. Any advertising medium and/or communication by the Client that reproduces the Distinctive Signs of the Company, in any form and on any medium whatsoever, shall be subject to the prior written authorization of the Company.

13.4. The Client also agrees to collect the prior written authorization of the Company for any taking, publishing, distribution and/or reproduction of photographs, images, videos, advertising spots and/or reports, recorded and/or filmed at the STATION F campus. The Client is, however, authorized to use the Company's name and logo on all communication media intended to inform Event participants of the location of the Event.

13.5. Each Party agrees not to keep, on any medium and in any form whatsoever, any negative statements and/or statements likely to adversely affect, in any manner whatsoever, the image or reputation of the other Party.

14. Price

14.1. The prices are given excluding taxes. The prices of Services are those of the rate in effect at the time of signature of the Quote. Any refund previously granted may be changed at the time of signature of any new Quotes.

14.2. The Company remains free to change the price of the Services at any time, however such a change does not affect any Contract previously and legally made with the Client.

14.3. The obligations of the Company are strictly limited to the services described in this Contract and any of its annexes and/or addendums. As a consequence, supplies or works not included in the Quote shall be the subject of a mutual written agreement, specifically with respect to their price.

15. Payment conditions

15.1. Unless there are specific provisions in the Quote, the following will be required of the client:

- (i) upon signature of the Quote, the payment, of a down payment, of thirty percent (30%) of the price of the Services;
- (ii) against an invoice issued by the Company for the total price of the Services, the balance within a period of twenty-one (21) days before the Event.

15.2. The payments are made net and without discount.

15.3. In the event of non-payment of the price by the Client within the required time periods, the Company may automatically cancel by any means (e-mail being sufficient) the provision of the Space and the performance of the Services.

In such a situation:

- (i) the Client waives at this time any remedy against the Company and shall not be able to organize the Event at the STATION F campus;
- (ii) the Company shall be entitled to submit to the Client any claim intended to obtain compensation for the injury sustained, including but not limited to lost earnings and lost reputation.

15.4. Without prejudice to the foregoing, any late payment by the Client, for any reason whatsoever, shall cause the automatic application of revocable compulsory penalties in an amount equal to three (3) times the legal interest rate in effect on the due date and a lump sum compensation for collections of forty (40) euros.

16. Liability

16.1. The obligations of the Company with respect to the provision of the Services are best effort obligations, not to achieve results.

16.2. In the event that the Company (and its insurers) are held liable, the total and cumulative amount of the damages which the Client may claim cannot exceed the total amount of the sums paid by the Client pursuant to this Contract.

16.3. The Company (and its insurers) disclaim any liability in case of loss, theft or damage of any object owned by the Client, its guests or service providers or to the equipment stored for the Event.

16.4. The Client is solely liable for any deterioration, damage or loss which occurs due to the Event, on any natural person, property and/or equipment of the Company, whether such deterioration, damage or loss are attributable to the Client, its guest or service providers. This liability is limited to the amounts of cover set out in the Client's insurance

certificate, which must comply with the requirements of article 17 below.

16.5. The Client is also solely liable for the consequences of any noise nuisances of which the neighbors of the Company may be victims due to the Event.

16.6. The Client agrees to hold the Company (and its insurers) harmless against any action brought by any third parties based on the damages listed in Articles 16.5 and 16.6 and accepts at this time to be sued as a third party by the Company in the scope of any court proceeding and to have any court decision or settlement agreement raised against it instead and in place of the Company. The Client shall bear any costs inherent to such proceedings.

17. Insurance

17.1. The Client shall provide proof that it has signed a professional civil liability insurance policy with an insurance company known to be solvent covering the monetary consequences of its contractual and tort civil liability for any bodily injury, and tangible and intangible property damage caused to the Company, to any third party and/or to its employees resulting from the organization of the event. The Client agrees to provide, before any event, a certification with respect to professional civil liability insurance for the capital of a guarantee at least for the operations civil liability portion in consequential or non-consequential bodily injury and tangible and intangible property damage in the amount of 5,000,000 euros per incident and for the professional civil liability part, a total amount of coverage of all damages combined at least in the amount of 5,000,000 euros per year of insurance, signed for the purposes of the organization of the Event in the STATION F campus; and the coverage of rental risks shall be noted on such certificate.

17.2. The Client declares that it has signed an insurance policy with a company known to be solvent, with capital at least in the amount of 5,000,000 (five million) euros per incident and per year of insurance, for all rental risks of fire, explosion, lightning, storm, water damage, attack, thefts, related to the premises, materials, furnishings and equipment made available by the Company within the scope of the exercise of its activities pursuant to the Contract.

18. Miscellaneous provisions

18.1. The Parties to this Contract are independent contractors. The Client is solely responsible for all of its own expenditures and its personnel. No provision of the Contract can be interpreted as conferring to the Client the status of representative, agent, joint venture, employee or partner of the Company or the status of guarantor of the Client to the Company.

18.2. The rights and obligations conferred on the Client pursuant to this Contract are personal and the Client shall not assign, delegate or transfer in any manner the rights and obligations resulting from the Contract, in full or in part, in favor of any third party, without the prior written approval of the Company.

18.3. The Company is authorized to assign, delegate, transfer or transfer by novation to any third party its rights and obligations pursuant to the Contract, in full or in part, without having to request the prior written approval of the Client.

18.4. This Contract constitutes the entire agreement between the Parties in connection with its purpose and cancels and replaces any prior agreements or understandings between the Parties, oral or written, in connection with its purpose.

18.5. The Contract shall be amended only by an addendum signed by the authorized representatives of both Parties or the issuance by the Company and the acceptance by the Client of a new Quote canceling and replacing the previous Quote.

18.6. Any provision or part of a provision that might be found to be illegal or inapplicable shall be deemed void without it affecting the other stipulations of the Contract.

18.7. No waiver by any Party shall be effective unless it was agreed to in writing. No waiver of any right shall be deemed to be a waiver of any other right or right of a similar nature.

19. Confidentiality

19.1. Each Party agrees to keep confidential any documents, information, data, regardless of the form, nature and purpose, of which it had knowledge in the scope of the performance of this Contract, including but not limited to the financial conditions.

19.2. The Parties acknowledge that they are not authorized, without the prior written approval of the other Party, to use, publish, disclose or communicate to any third party, directly or indirectly, any such confidential information. For this purpose and without any limitation, the Client agrees not to announce the place of the Event without prior written approval by the Company.

19.3. This confidentiality obligation is made for the entire term of the Contract and shall continue for a term of five (5) years after its expiration or termination for any reason whatsoever.

20. Applicable law – Court of jurisdiction

20.1. The Contract, including each of its components, is governed by French law.

20.2. For any dispute relating to the interpretation, performance, termination or cancellation of the Contract, the Parties shall make their best efforts to reach an amicable agreement. If there is no amicable agreement within a period of thirty (30) days, the dispute shall come within the exclusive jurisdiction of the Commercial Court of Paris, even in the case of a plurality of defendants, interpleader or an action in an emergency proceeding.

21. Acceptance

21.1. These General Conditions are an integral part of the agreement which binds the Parties. The Client acknowledges that it has read these General Conditions and that it perfectly understood their meaning and that it accepts the terms and conditions of these General Conditions.

21.2. The signature of the Quote by the Client denotes its full and complete acceptance of these General Conditions.

IMPORTANT NOTE - THE FRENCH VERSION OF THIS DOCUMENT SHALL GOVERN OUR RELATIONSHIP - THIS TRANSLATED VERSION IS PROVIDED FOR CONVENIENCE ONLY AND WILL NOT BE INTERPRETED TO MODIFY THE FRENCH VERSION. FOR THE FRENCH VERSION, PLEASE SEE THE STATION F LEGAL PAGE.