

GENERALES CONDITIONS FOR ROOM RESERVATIONS – STATION F

PAY LATER

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 "STATION F".
- 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 The Company reserves the right to change these General Conditions, at any time provided that the Client is informed of it in writing at least one (1) month before the new version of the General Conditions enter into effect. In this case, the Client shall have from the date when it is informed by the Company a period of one (1) month to terminate the Contract without compensation by either Party. If it is not terminated, the Beneficiary shall be deemed to have accepted the new version of the General Conditions.

2. Definitions

- 2.1 "Client" means the client of the Company, resident of STATION F campus, of which the references are indicated in the Reservation;
- 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 Reservation, these General Conditions and the Internal Rules of "STATION F", forming an indivisible whole;
- 2.4 "Reservation" means any order from the Client, firm and final, of space(s), on the dates of the Event, and any associated Services, as well as 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 Reservation;
- 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 "STATION F", in order to ensure safe and peaceful cohabitation among users;
- 2.10 "Distinctive Signs" means trade names, brands, logos and/or any other distinctive signs of each Party;
- 2.11 "Booking Site" means the website through which the Reservation is operated by the Company;
- 2.12 "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 "STATION F" 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. "STATION F", 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 Proceeding to the Reservation on line carries the full and complete adhesion of the Client to the General Conditions, this acceptance being expressed by means of a checkbox by the Client where appears the mention "I have read, understood and accept the terms and conditions". The reservation is confirmed as soon as the Client receives a confirmation email sent by the Company. The Company then sends an invoice to the Client following the completion of the Event.

- 4.2 In the event of cancellation by the Client more than fifteen (15) days before the date of the Event, the Client will be invoiced up to 30% of the displayed price when booking the Reservation.
- 4.3 In the event of cancellation by the Client less than fifteen (15) days before the date of the Event, the Company will invoice 100% of the displayed price when booking the Reservation.
- 4.4 Any cancellation that occurs due to the Company before the date provided will not result in any billing by the Company.

5. Report on Condition of the Premises – Damage

- 5.1 A report on the condition of the premises may be made, either at the Client's request or 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.
- 5.2 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.

6. Event

- 6.1 The Client acknowledges that the provision of the Space was granted to it in view of the Event described to the Booking Site.
- 6.2 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 "STATION F" editorial line.
- 6.3 The Company may demand from the Client, at any time, any information that shows compliance with these provisions.
- 6.4 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.

7. Use of a Service Provider – Subcontracting

- 7.1 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, only for an Event organized outside of the Master Stage and subject to the provisions in Article 12 below.
- 7.2 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.
- 7.3 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.
- 7.4 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.

8. Occupancy Capacity

- 8.1 The Client agrees not to exceed the occupancy capacities of the Space, as indicated by the Company.
- 8.2 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.
- 8.3 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.

9. Decoration

- 9.1. 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 and cannot be modified by the Client as part of its Event, which the Client acknowledges and accepts.
- 9.2. 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.

10. Trash Removal

- 10.1. 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.
- 10.2. 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.
- 10.3. The costs incurred for the clearing will be billed to the Client by the Company who will invoice the Client which must be paid within 30 days.
- 10.4. Invoices issued by the Company pursuant to this Article are payable within thirty (30) days of billing. Any late payment, for whatever reason, exposes the Client to late payment penalties of an amount equal to three (3) times the legal interest rate in force on the due date and a lump sum recovery fee of forty (40) euros.

11. Internal Rules - Security – Access Conditions

- 11.1. The Client agrees, at any time, for the entire term of the Contract, to strictly comply with all stipulations of the Contract and of the Internal Rules. 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.
- 11.2. 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.
- 11.3. Furthermore, and taking into account the specific characteristics of "STATION F", 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.

12. Communication – Promotion

- 12.1. 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.
- 12.2. The Client expressly authorizes the Company, from the signature of the Reservation and for a maximum 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, of "STATION F" 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 and reserve its right to communicate or not about the Event.
- 12.3. 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.
- 12.4. 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 "STATION F".
- 12.5. 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.

13. Price

- 13.1. Prices are exclusive of tax. The price of the Services are those of the tariff in force at the time of the Reservation.
- 13.2. 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.
- 13.3. The obligations of the Company are strictly limited to the services described in this Contract and any of its annexes and/or addendums.

14. Payment Conditions

- 14.1. Payments are made inclusive of all taxes, net and without discount, by bank transfer or check at the option of the Company, no later than thirty (30) days following the billing.
- 14.2. In the event of non-payment of the price by the Client within the required deadlines, the Company will be entitled to present to the Client any claim aimed to obtain compensation for the damage suffered, including but not limited to the lost profit and the loss of image.
- 14.3. Without prejudice to the foregoing, any delay in payment by the Client, for any reason whatsoever, will automatically result in the application of comminatory penalties of an amount equal to three (3) times the legal interest rate in force on the due date and a fixed sum of forty (40) euros as compensation for recovery costs.

15. Liability

- 15.1. The obligations of the Company with respect to the provision of the Services are obligations to use resources, not to achieve results.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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 15.4 and 15.5 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.

16. Insurance

- 16.1. 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 1,000,000 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 1,000,000 euros per year of insurance, signed for the purposes of the organization of the Event in "STATION F"; and the coverage of rental risks shall be noted on such certificate.
- 16.2. 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 1,000,000 (one 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.

17. Miscellaneous Provisions

- 17.1. 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.
- 17.2. 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.
- 17.3. 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 Company.
- 17.4. 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.
- 17.5. The Contract shall be amended only by an addendum signed by the authorized representatives of both Parties or the issuance by the Client of a new Reservation and its acceptance by the Company, canceling and replacing the previous Reservation.
- 17.6. 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.
- 17.7. 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.

18. Confidentiality

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

19. Applicable Law – Court of Jurisdiction

- 19.1. The Contract, including each of its components, is governed by French law.
- 19.2. 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.

20. Acceptance

- 20.1. 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.
- 20.2. The unconditional acceptance of the Terms and Conditions is expressed by means of the checkbox by the Customer at the time of the Reservation, stating that he declares to have read the General Conditions.

