WELCOME ADDRESS

Dear Sir / Madam, Dear Partner,

I am humbled to serve the Heart Valve Society (HVS) as President this year and am delighted to invite you to Abu Dhabi to join us in February of 2020 for our sixth Annual Meeting. Our Program Chair Dr. Samir Kapadia, as well as our organizing teams in cooperation with the Program Committee, have structured a superb 2-day program which will engage and educate all members of the heart valve team. This is our first meeting held globally outside of Europe or North America. We will be co-hosting several local societies, as we continue to expand membership in the only society solely dedicated to advancing innovations in heart valve disease. The HVS is a global organization, and our mission is to be a resource for scientists, clinicians and patients interested in heart valve disease throughout the world.

HVS is truly multi-disciplinary, with leaders in Cardiac Surgery, Cardiology, Basic and Clinical Research, Imaging, and Biomedical engineering all working together. As the treatment of heart valve disease becomes more team-oriented each year, and it is fitting that our 2020 program will be hosted at the beautiful Rosewood Hotel with live cases and hands-on-sessions at the adjoining Cleveland Clinic Abu Dhabi campus – a 40,000 square foot state of the art tertiary/quaternary Academic Medical Center. Our 2020 scientific domains will be led by Dr. Kapadia in Cardiology, Dr. Vinod Thourani in Cardiac surgery, Dr. Hanneke (Johanna) Takkenberg in Research/Basic Science, and Dr. Marta Sitges in Imaging. Each is a world-respected leader in their field, bringing vast expertise to the program, allowing them to attract an impressive faculty with an international perspective.

Once again, on behalf of the Heart Valve Society leadership team, we look forward to warmly welcoming you to HVS 2020 in sunny, safe and memorable Abu Dhabi.

Sincerely,
Rakesh Suri, MD, D.Phil.
Heart Valve Society President
ABOUT THE CONGRESS

After another very successful meeting in Spain (Sitges), we are heading to Abu Dhabi (the United Arab Emirates) for the 2020 Scientific Meeting 15-16 February 2020 at the Rosewood Hotel. This is truly a collaborative international valve society, comprised of cardiologists, cardiac surgeons and researchers, all coming together to create an organization of unprecedented depth.

For more information please visit the HVS website at [www.HeartValveSociety.org](http://www.HeartValveSociety.org) and congress website at [www.hvs2020.com](http://www.hvs2020.com)
BENEFITS OF PARTICIPATION

✓ Interact directly with HCP’s practicing across the whole spectrum of the treatment of heart valve disease or any related cardiac disease, illness or condition.

✓ Have a ground-floor opportunity to become a part of what will become the world’s leading heart valve organization.

✓ Have the opportunity to gain further company visibility through a variety of industry sponsorships

✓ Highlight your company’s products that correspond with the Heart Valve Society’s scientific programming covering the latest research and advances.

PAST EXHIBITORS & SPONSORS

4TECH Cardio Ltd.  Essential Pharmaceuticals  On-X Life Technologies, Inc.
Abbott  Experimental Surgical Services  Philips Healthcare
Admedus  Genesee BioMedical, Inc.  St. Jude Medical
Atricure  Intuitive Surgical, Inc.  Scanlan International, Inc.
Aptus Bioreactors  JenaValve  Siemens Healthineers
Baylis Medical  KLS Martin Group  Sorin Group ITALIA
Boston Scientific  LiveNova  Wexler Surgical, Inc.
Claret Medical  LSI Solutions  Zymetrix
Cryolife, Inc.  Medtronic  Edwards Lifesciences
Elsevier Inc.
Sponsorship denotes a financial contribution toward the cost of the meeting. Sponsors are classified as Platinum, Gold or Silver in relation to their total contribution and receive various benefits in acknowledgement of their funding, as outlined below.

All prices in the document are VAT excluded

PLATINUM LEVEL  $ 75,000

✓ A 1-hour industry symposium* during lunch break (a hostess and a basic audio-visual set included)
✓ Sponsored emailing campaign sent to the registered attendees a few days before the meeting
✓ A 12 sq.m exhibitor space** (2 tables, 4 chairs)
✓ First priority in choice of exhibition space location
✓ Company/product description in the app
✓ 10 full registrations for healthcare professionals congress participants
✓ 8 exhibitor badges for members of your company giving access to exhibition, lunches and coffee breaks
✓ 3 scientific badges for members of your company giving access to scientific sessions, exhibition, lunches and coffee breaks
✓ Wifi sponsorship
✓ Recognition and signage for Platinum Level Support

GOLD LEVEL  $ 50,000

✓ A 1-hour industry symposium* during lunch break (a hostess and a basic audio-visual set included)
✓ A 12 sq.m exhibitor space** (2 tables, 4 chairs)
✓ Second priority in choice of exhibition space location
✓ Company/product description on the app
✓ 5 full registrations for healthcare professionals congress participants
✓ 3 exhibitor badges for members of your company giving access to exhibition, lunches and coffee breaks
✓ 2 scientific badges for members of your company giving access to scientific sessions, exhibition, lunches and coffee breaks
✓ Coffee-break sponsorship
✓ Recognition and signage for Gold Level Support

* The symposium offer does not include lunch boxes, speakers’ expenses, registration, transport and accommodation. Each speaker must be registered by your care.
** Prices do not include technical handling fees and insurance fees ($ 350)
SPONSORSHIP OPPORTUNITIES

SILVER LEVEL

$ 25,000

✓ A 12 sq.m exhibitor space* (2 tables, 4 chairs)
✓ Third priority in choice of the exhibition space location
✓ Company/product description in the app
✓ Sponsored emailing campaign sent to the registered attendees a few days before the meeting
✓ 2 full registrations for healthcare professionals congress participants
✓ 2 exhibitor badges for members of your company giving access to exhibition, lunches, and coffee breaks
✓ 1 scientific badge for members of your company giving access to scientific sessions, exhibition, lunches, and coffee breaks
✓ Recognition and signage for Silver Level Support

* Prices do not include technical handling fees and insurance fees ($ 350)

INDUSTRY SUPPORTED LUNCH SYMPOSIUM**

$ 35,000

Use the educational opportunity to reach a targeted audience of HVS attendees. A 60-minute symposium will be held in the main conference room.

Sponsored symposium times:
- Saturday, February 15 or Sunday, February 16 during lunch time (if still available)

Included services:
- The conference room rental and technical equipment
- 1 hostess to welcome the participants and distribute the microphones in the room
- Your logo & link on the congress website & program

** The symposium offer does not include lunch boxes, speaker’s expenses, registration, transport and accommodation. Each speaker must be registered by your care.

MEETING ROOM

upon request

Your company might need a meeting room to run an advisory board, or a focus group.

TRAINING SUITE

$ 15,000

This will be a separate room where your company will demonstrate product simulation and hands on training during the meeting.
**EXHIBITOR OPPORTUNITIES**

**A 12 sq.m SPACE IN THE EXHIBITION AREA**  $10,000*

- 2 tables and 4 chairs (possibility to rent additional furniture if needed)
- Signposting on the table
- On-site service (assistance during your set-up)
- 4 exhibitor badges giving access to exhibition, lunch and coffee breaks
- Your logo & link on the congress website & program

**A 6 sq.m SPACE IN THE EXHIBITION AREA**  $6,500*

- 1 table and 2 chairs (possibility to rent additional furniture if needed)
- Signposting on the table
- On-site service (assistance during your set-up)
- 4 exhibitor badges giving access to exhibition, lunch and coffee breaks
- Your logo & links on the congress website & program

*Prices do not include technical handling fees and insurance fees ($350)
MARKETING SUPPORT OPPORTUNITIES

CONFERENCE BADGE LANYARDS $ 5,000

- Your company logo on the lanyard*
- Your logo & link on the congress website & program
- Required quantity: 500

* Submitted to the Organizing Committee approval

FINAL PROGRAM ADVERTISING $ 15,000

Your company ad on the outside back cover of the program.

e-POSTERS $ 15,000

Posters will be viewed in an electronic format on large monitors for groups to be able to view during poster presentation. Your company information will be displayed as a banner and an ad in between various poster.

ONSITE SIGNAGE $ 15,000

2 pop-up banners in venue.
MARKETING SUPPORT OPPORTUNITIES

**COFFEE BREAK SPONSORSHIP**  $2,500/break

Capture a highly targeted audience by sponsoring the conference coffee breaks. The coffee breaks are perfect opportunities for attendees to interact with other delegate, to make new contracts and exchange information and ideas outside of the meeting sessions. Breaks can be sold daily or for the duration of the conference.

This opportunity includes:
- Sponsor acknowledgement at coffee breaks areas with signage
- Coffee, tea and biscuits supplied
- Your logo & link on the congress website & program

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**E-SCAN LICENCE**  $500

We offer you a possibility to scan the QR code on the attendees' badges. After the conference we will send you a file including their names, the countries and cities of origin.

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**ADDITIONAL EXHIBITION BADGE**  $250

Exhibitor badge giving access to exhibition, lunch and coffee breaks.
SPONSORED EMAILING CAMPAIGN  $ 2,500

Get in touch with the conference attendees by sending an e-mail before the conference promoting your products and services.

WIFI SPONSORING  $ 5,000

Wireless internet access will be provided to all conference attendee courtesy of the sponsoring company. Your company’s logo and/or message will be the landing page for any attendee connecting through the web.

MOBILE APP  $ 10,000

A mobile application is available for all attendees to download on their smartphones and other mobile devices. The application includes program schedules, abstracts, exhibitor lists and descriptions, exhibit floor plan, hotel floor plan, area attractions and information. Supporter will have their information and logo in the application as well as two push notifications during the meeting sent to everyone.
For questions on sponsorship and marketing opportunities please contact:

**Maria DOBROGOST**  
Business Development Manager  
@: mdobrogost@europa-group.com  
Phone: +33 (0)5 34 45 26 24

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Are you looking for HOTEL ROOMS or TRAVEL RESERVATIONS?

Europa Booking & Services (EBS) is the official housing bureau for this meeting. We have negotiated preferential room rates and plane/train tickets for you.

For further information, please contact:  
Léa SABATIER  
@: ebs@europa-organisation.com  
Phone: +33 (0)5 17 02 29 35

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*Please read carefully the General Sales Terms and Conditions that follow*
1 PREAMBLE
These General Terms and Conditions apply to each exhibitor (hereinafter, a “Partner”) taking part in the Heart Valve Society Meeting (HVS) to be held from 15th to 16th April 2020, organized by Europa Organisation (hereinafter, the “Organizer”).

The placing of a partnership order form or acceptance of a quote with or from Europa Organisation shall act as full acceptance by the Partner of these General Terms and Conditions, without reservation.

These terms and conditions lay out the specific conditions of the service delivery provided to the exhibitor by the organizer. They are completed in case of discrepancy, by the suppletive provisions of the General Regulation of Commercial Events (RGMC/2015) of the UNIMEV, professional federation of which the organizer is a member. To receive them, contact: infos@unimev.fr – Tel: +33 (0) 1 53 20 20 00

2 DEFINITIONS

Partnership File: means the Event presentation file delivered by the Organizer to the Partner, containing details of the offers and options available to the Partner.

Technical Guide: means the document delivered by the Organizer to the Partner containing practical information in relation to the Event.

Event: means the event called Heart Valve Society Meeting (HVS) organized by Europa Organisation from 15th to 16th April 2020.

Safety Regulations: means the safety rules established by the hosting Structure and attached as a schedule to the Technical Guide.

Stand: means the exhibition space made available to the Partner, whether delivered bare or pre-fitted.

Hosting Structure: means the lessor of the exhibition space in which the Event is due to take place.

3 CONDUCT OF THE EVENT
3.1 GENERAL
The Organizer determines the Event location, date, duration, opening and closing times and programme.

3.2 EVENT CHANGES
Whenever it deems it appropriate in the interest of the Event, the Organizer reserves the right to change:
- before the Event, the Event opening date and/or closing date and/or duration, subject to advising the Partner as soon as possible;
- during the Event, the opening and closing times and the programme.

3.3 CANCELLATION OF THE EVENT
In the event of total cancellation of the Event, the Partner shall be entitled to a refund of the amounts paid to the Organizer but shall not be entitled to any other amount and/or compensation.

However, in the event of cancellation of the Event due to force majeure, any and all amounts paid by the Partner shall automatically accrue to the Organizer. The Partner and the Organizer agree that the following events shall constitute force majeure events within the meaning of this section 3.3: fire, flood, storm, destruction of the premises, strike etc., as well as any other event beyond the Organizer’s control.

4 PARTICIPATION APPLICATION AND ADMISSION
Participation applications are made using a “partnership order form” drawn up by the Organizer. The sending of a signed partnership order form, once confirmed by the Organizer, acts as a firm commitment to pay the full amount of the price.

The Partner acknowledges and agrees that, should it no longer wish to take part in the Event for any reason, the Organizer shall retain any and all amounts paid, and any and all amounts outstanding shall remain due to the Organizer.

The Organizer reserves the right to reject participation applications, at its full discretion. Where a participation application has been rejected, the applicant shall be entitled to a refund of any and all amounts paid to the Organizer, to the exclusion of any other amounts and/or compensation.

Admission results from the Organizer’s issuance of an invoice made out in the name of the Partner.

The space booking or partnership contract becomes final upon issuance of the invoice.

5 RATES AND REGULATIONS
5.1 RATES
The Event participation rates as well as the rates of the various options available to the Partner are determined by the Organizer and specified in the Partnership File.

5.2 PAYMENT TERMS AND Conditions
A down payment of 50% of the price must be made simultaneously with the participation application, failing which the request shall be rejected. The remainder of the price shall be paid upon receipt of the invoice issued by the Organizer and in any event one month prior to the start of the Event.

In the event of a failure to pay the remainder of the price in due time, the Organizer may, further to the sending of a formal notice remaining unheeded, deem the space booking contract to be terminated. In such event, any and all amounts paid shall accrue to the Organizer, which further reserves the right to demand payment of the remainder of the price.

In any event, in case of overdue payments and without the need for a reminder, the Partner shall, pursuant to article L.441-6 of the French Commercial Code, be required to pay (i) late payment penalties at the European Central Bank rate plus ten (10) points, (ii) and a fixed indemnity for collection expenses in an amount of 40 Euros. The Organizer shall be entitled to demand an additional indemnity, upon submission of supporting documents, whenever the collection costs incurred by it exceed such fixed amount.

5.3 VALUE ADDED TAX
The Organizer shall comply with the provisions of directives 2006/112/EC of 29/11/2006 and 2008/8/EC of 12/02/2008 in determining the VAT regime applicable to invoiced services. Foreign Partners may in certain cases be required to pay VAT on services invoiced to them by the Organizer. In such event, they shall be responsible for claiming a VAT refund, either directly or through authorized organizations, in accordance with the laws and regulations in force. The Organizer shall under no circumstances be required to assist with the foregoing.

6 ALLOCATION OF SPACES AND PARTNERSHIPS
The Organizer designs the Event plan and determines: the Stand locations, the time slots for sponsored sessions as well as the allocation of the proposals of the Partnership File. The allocated Stands (surface area and location of the Stands), the times of the sessions and the partnerships proposed in the file are at all times subject to change by the Organizer until the Event opening date.

If the change relates to the allocated surface area, the Partner shall be entitled to a pro rata reduction of the Price.

7 FITTING-OUT PLAN, TAKING-OVER AND INSTALLATION OF THE STAND
The Organizer ensures the consistency of the Event general aesthetics, decorating and fitting-out plan. In this respect, it reviews all proposed personal constructions and installations (storage spaces, tents, advertising or decorating patterns,
illuminated signs, etc.) as well as all special fittings (removal of partition walls, floor wedging, etc.) proposed by the Partner, as the case may be.

The Partner acknowledges and agrees that the placing of advertising boards or signs outside the Stands other than in the placed reserved for such purpose if prohibited, and that banners are not permitted.

The Partner shall, upon receipt of the Technical Guide but no later than 1 month prior to the start of the Event, submit a detailed plan of its project to the Organizer, which plan shall comply with the construction guidelines set forth in the Technical Guide and show the proposed installations and/or fittings, so as to be in a position to make any changes requested by the Organizer, as the case may be, prior to the Event.

The Organizer shall not incur any liability should the Partner be prohibited from opening its Stand as a result of (i) late communication of the detailed plan or (ii) the Partner's refusal to make the changes requested by the Organizer or (iii) the Safety Commission's refusal of the stand.

7.2 TAKING-OVER AND INSTALLATION OF THE STAND

Upon taking possession of its allocated Stand, the Partner shall cause the following to be recorded: (i) deteriorations in the Stand made available to it, if any and (ii) any discrepancies between the surface area of the Stand made available to it and the surface area set forth in the partnership order form, as accepted by the Organizer. The foregoing claims shall be made before one of the Organizer's representatives present on the site on a permanent basis at the general headquarters throughout the Event, failing which the Stand shall be deemed to have been received (i) in perfect condition and (ii) for the reserved surface area.

The Partner shall, at its expense and under its responsibility, arrange for the installation of its Stand, including the transportation and assembly of the stand equipment and material. The installation of the Stands shall under no circumstances cause damage to or modify the permanent installations of the exhibition site or undermine the safety of the other exhibitors and visitors.

The Stand assembly and installation timetable is set forth in the Technical Guide, which shall be sent to the Partner prior to the start of the Event. The Partner shall be required to have finalized its installation on or before the dates and times determined by the Organizer in the Technical Guide. Beyond such dates and times, no packaging, material, transportation vehicles shall be permitted to access the Event site for any reason whatsoever, regardless of the consequences for the Partner.

8 SAFETY

Throughout the Event, the Partner shall be required to comply with the provisions of the laws and regulations in force, with the Safety Regulations provided by the site Hosting Structure and with the Technical Guide delivered by the Organizer, as well as with all safety measures taken by the Public Authorities and/or the Organizer and/or the Hosting Structure.

The Partner’s attention is drawn to the fact that the use of the walls, posts and floors of the Stands as mechanical load support is strictly forbidden and the load per square metre may not exceed the values set forth in the Security Regulations and/or the Technical Guide.

The opening of the Stand is subject to the authorization of the Event Safety Commission. The Partner or any person duly instructed to represent it shall be present at its Stand during the Safety Commission visit. The opening authorisation may be denied to any Stand that does not comply with the aforementioned rules. The Safety Commission may also at all times decide to shut down any Stand that does not meet the safety requirements. The Organizer's liability may not be sought in respect of the foregoing decisions.

In addition, any breach of the safety rules (i) may, by decision of the Organizer, lead to the immediate, temporary or permanent exclusion of the Partner, which shall not be entitled to any refund or the amounts paid or compensation and (ii) shall expose the Partner’s full liability in the event of deterioration or inconvenience to the other exhibitors, or in the event of accidents.

9 OCCUPATION OF THE STAND

The Partner shall occupy its allocated Stand within the installation dates defined in the Technical Guide.

If for any reason a Partner does not occupy its Stand on the Event opening date or before the installation deadline determined by the Organizer, such Partner shall be deemed to have waived its exhibition right. The Organizer shall be free to dispose of the unoccupied Stand and to allocate it to another exhibitor, without any right for the uninstall Partner to claim any compensation and/or refund whatever or to avoid its obligation to pay the price in full.

The Stand shall remain open and furnished throughout the duration of the Event and during the Event opening hours. The Partner may under no circumstances clear out its Stand prior to the close of the Event, except with the express exceptional authorization of the Organizer.

The Partner shall have competent reception staff in sufficient numbers to ensure a permanent presence. Such staff shall be polite and abstain from any conduct likely to cause any disturbance to the visitors or to the other exhibitors. The Organizer reserves the right to demand the immediate replacement of any person who does not meet the aforementioned requirements.

10 ASSIGNMENT AND SUB-LETTING

Any assignment or sub-letting, with or without consideration, of any part or all of the Stand is prohibited.

However, with the Organizer’s consent, exhibitors within the same profession or complementary professions may occupy a common Stand, at the request of a principal exhibitor. The principal exhibitor’s participation application shall include a precise list of the candidates for the collective Stand, being said that the information requested in the form shall also be provided for each candidate. The Organizer reserves the right to approve or refuse each candidate. The rejection of a candidate’s application shall not allow the other applicants to cancel the booking of their collective Stand. The principal exhibitor of the relevant Stand shall be personally liable to the Organizer, jointly with the secondary exhibitor(s), for the payment of the various amounts due in any respect whatsoever to the Organizer or any supplier of services or material presented by it. The same shall apply in respect of all of the exhibitors’ obligations.

11 RUNNING OF THE STAND

The Partner shall keep its Stand in a perfect state of maintenance and shall not in any manner deteriorate the partitions, floors or ceilings or any material provided by the Organizer.

The Stands shall at all times be kept in a perfect state of cleanliness and tidiness. The Partner shall cause its Stand to be cleaned every morning prior to the opening of the Event. No packaging and/or container may be stored in or in the area surrounding the Stand. The Partner shall not allow any displayed objects and/or materials to remain covered during the Event opening hours.

12 STAND ACTIVITY

12.1 PUBLICITY AND COMMUNICATION WITH THE PUBLIC

Any advertising activities by the Partner shall comply with the laws and regulations in force. Advertising activities may be conducted inside the Stand only and on the condition that they do not cause any inconvenience. Voice advertisements or advertisements using sound devices, mimes, clowns and other types of attractions are expressly forbidden.

Complimentary small objects and/or prospectuses may be distributed if they are not incompatible with the image of the Event, if they are distributed inside the Partner’s Stand and if their distribution does not cause any inconvenience. The distribution of
advertising balloons is prohibited. The projection of films or slides, the use of sound amplifiers, the setting-up of a sound system in the Stand and the use of computer monitors and television screens are allowed provided they do not encroach beyond the Stand limits and do not cause any inconvenience. The Organizer reserves the right to take action in the event of inconvenience. Quizzes may be organized in the Stand, with the Organizer’s consent, provided their content is related to the Event.

Receptions may be organized from time to time on the condition that they do not overflow into adjoining Stands or alleys or beyond the Event opening hours.

12.2 EXHIBITION AND DEMONSTRATION

The Partner agrees to present only products, services or materials that comply with the rules and regulations in force. Explosive substances and dangerous or harmful products in general are prohibited. All displayed appliances and machines shall be equipped with a safety device, particularly those with moving components that may be left unsupervised by the Partner, even if the barrier provided by the Safety Regulations has been put in place. Appliances whose installation or operation may cause an inconvenience to or be a source of danger for the other exhibitors or the visitors are prohibited.

12.3 TAKE-AWAY SALES

The Partner recognizes and agrees that take-away selling activities are strictly prohibited in the Event premises. The Partner is however authorized to take orders at its Stand.

13 COMMUNICATIONS OPTIONS

The Partner may take out a number of communications options in order to strengthen and optimize its visibility during the Event. The characteristics and rates of such options are set forth in the Partnership File delivered to the Partner. Applications for any of the aforementioned supplementary communications options shall be made using the partnership order form drawn up by the Organizer, in accordance with the terms and conditions of article 4 of these General Terms and Conditions.

13.1 PUBLICATION OF CONTENTS

The Partner contents intended for publication (logo, corporate name, brand, press release, internet links, publicity etc.) shall be communicated by the Partner on the dates and according to the format provided by the Organizer in due time, so as to allow for the printing, online posting and correcting (as the case may be) within the requisite time periods. The Organizer reserves the right not to perform any Partner option subscription if the relevant Partner does not strictly comply with the aforementioned requirements. In the event of a failure to communicate its contents, the Partner may lose the price paid. The Partner’s contents shall be published, broadcast and posted online under the sole responsibility of the Partner, which represents that it holds all of the rights required for such purpose. It undertakes to indemnify and hold the Organizer harmless from and against any harmful consequences, such as any costs incurred to defend any third party claim and/or action. The Organizer reserves the right not to publish any Contents if it believes that this may result in its liability being sought. In such event, and subject to the Partner having complied with all content communication and approval deadlines, the cost of the service ordered shall be refunded to the Partner, which shall not be entitled any other compensation.

Although the Organizer shall use its best efforts to avoid any material error or technical failure at the time of publication / online posting / insertion / delivery of the contents, the Partner acknowledges that the Organizer is bound by a best efforts obligation (obligation de moyens) only and that its liability shall in any event be limited to the price paid by the customer in respect of selected communications option.

The insertion instructions may be transmitted by the Partner’s advertising agency. Pursuant to the Law of 29 January 1993 known as the Loi Sapin, the advertising agency shall hold instructions from the Partner and provide evidence thereof to the Organizer, which shall send the invoice directly to the Partner, with a copy to the advertising agency. The Partner shall have sole responsibility for remunerating its agency, as the law prohibits the Organizer from paying any remuneration to the advertising agency.

13.2 SESSION ORGANIZED BY THE PARTNER

13.2.1 ROLE OF THE PARTNER

Where the option selected by the Partner includes a communications session (hereinafter, a Session) organized by the Partner with the support of the Organizer, the Partner shall, under its sole responsibility, draw up the session programme. In this respect, the Partner shall determine the session topics, select the speakers and establish the schedule of presentations.

The Partner shall forward its proposed programme to the Organizer, on the dates and in the format communicated by the Organizer in due time prior to the start of the Event. The proposed programme shall be submitted to the Organizer, which may refuse it or request certain amendments if the programme appears inappropriate in light of (i) the objectives of the Event or (ii) the economic and/technical imperatives of the sessions organized in connection with the Event.

The Partner shall, under its sole responsibility, manage the relationships with its selected speakers, in accordance with the laws and regulations in force. It shall be responsible for the payment of their registration fees and reimbursement of their expenses (travel and accommodation costs) as well as for the payment of their fees, if any, on terms consistent with the laws and regulations in force. In this respect, it acknowledges that it shall be responsible for entering into a written agreement with each health professional called upon to speak, which agreement shall comply with the laws and regulations in force and, as the case may be, for submitting such agreement to the competent professional bodies. The Partner shall ensure that any health professionals called upon to speak at all times comply with the laws and regulations in force and, in particular, with the duty of transparency incumbent upon them. The Partner acknowledges that the Organizer wishes to enter into an agreement with each Session speaker, pursuant to which the speaker authorizes the Organizer to make use of the rights deriving from his/her presentations, in various formats (online publishing of texts and videos in particular). The Partner shall inform the speakers called upon to speak during the Session and shall assist the Organizer in securing the aforementioned agreements from all speakers. The text of the agreement is available from the Organizer upon request.

13.2.2 ROLE OF THE ORGANIZER

The Organizer shall be responsible for the technical and material organization of the Session, on terms consistent with the partnership order form signed by the Partner, and shall in this respect use its best efforts to maintain a level of quality consistent with the standard of the Event.

In this respect, it shall also perform the following services: it shall determine the date and timing of the Session, taking into account, to the extent possible, the Partner’s preferences; it shall dedicate a room in which the Session is to take place, with a sufficient surface area and lay-out and furnished with the necessary equipment (furniture, audio/video equipment); it shall take out the necessary insurance policies in connection with the organization of the Session; it shall provide a certificate of the foregoing insurance policies to the Partner upon request; it shall ensure the promotion of the Session in the Event documentation, in a manner consistent with the customs of the trade; it shall negotiate and enter into the services agreements required for the proper technical and material organization of the Session, not including any special requests from the Partner, which shall be included in additional order forms. It shall pay the service providers and handle any claims they may have.
13.2.3 LIABILITY

The Partner shall be fully responsible for the contents of the Session programme and presentations. It shall hold the Organizer harmless from any third party claim asserted against it in this respect.

The Partner shall manage its relationships with the speakers, in accordance with the laws and regulations in force, and shall ensure that such speakers comply with the laws and regulations in force. The Partner accordingly agrees to hold the Organizer harmless from any claim asserted against it in this respect.

The Partner shall be responsible for informing the Organizer of any law or regulation to which it may be subject as a result of its activities and likely to have an impact on the organization of the Session. The Partner shall comply with such laws and regulations and shall hold the Organizer harmless from any claim asserted against it as a result of any breach of such laws and regulations.

The Organizer shall be liable for any negligence occurring in connection with the technical and material organization of the Session. Its liability to the Partner shall however be limited to 20% of the amount of the price paid in respect of the Session.

14 EQUIPMENT RENTAL DURING THE CONGRESS

The Partner commits to use the rented equipment in accordance with its usual purpose and to do nothing nor allow anything to be done that could lead to its deterioration. Any damage will be the responsibility of the Partner, from the time of delivery and for the entire rental period. Equipment which is damaged or not returned will be invoiced to the Partner at the replacement value as new.

15 ACCESS TO THE EVENT

All persons present on the Event site shall be required to wear a name badge. If a person is unable to produce his/her badge, he/she may be expelled from the Event. Details of the access policy as well as the terms and conditions for delivery of paying and free of charge badges are set forth in the Technical Guide sent to the Partner several months prior to the start of the Event.

16 VACATION OF THE SPACES

The removal of the Stands, goods, specific decorations and of any waste as well as the rehabilitation of the Stand shall be undertaken at the Partner’s expense and under its responsibility, within the time periods and according to the terms and conditions set forth in the Technical Guide. If the Partner fails to comply with the foregoing within the requisite time, the Organizer shall be entitled to arrange for the removal of the remaining materials and rehabilitation of the allocated space, at the Partner’s expense.

The Partner or any of its duly authorized representatives shall be present at the Stand from the start of the disassembly operations until its complete vacation, in order to (inter alia) prevent the risk of loss and theft. Loss and theft shall not be covered under the mandatory insurance policy if the foregoing obligation is not complied with.

17 FAILURE TO COMPLY WITH THE EVENT RULES

Any breach of the provisions of these General Terms and Conditions and/or the specifications of the Technical Guide and/or requirements of the Safety Regulations may result in the immediate shutdown of the breaching Partner’s Stand and termination of the space booking contract.

The foregoing shall apply, in particular, in the event of absence of insurance (art. 17), breach of the rules on the safety, fitting-out and installation of the Stand (art. 7 and 8), breach of the rules on the occupation of the Stand, sub-letting and assignment of the Stand and on the running of the Stand (art. 9, 10 and 11) and the failure to comply with the rules on the Stand activities (art. 12).

In such event, the price paid by the Partner shall accrue to the Organizer without prejudice to any damages amounts.

In addition, all items (boards, signs, banners etc.) placed in breach of these General Terms and Conditions, of the Technical Guide or of the Safety Regulations may be removed by the Organizer, at the Partner’s risk and expense, without prior formal notice.

18 INSURANCE

Pursuant to the laws and regulations in force, all exhibitors shall, at their expense and at the time of sending of their partnership order form, take out an “all risks” and a third party liability insurance policy with the insurers of the collective policy established for the account of the exhibitors and approved by the Organizer.

The mandatory insurance premium provides coverage up to a limited amount - which the Partner shall be free to increase by paying an additional premium - for:
1. displayed goods and stand fittings and installations.
2. the Partner’s third-party liability.

The Organizer shall waive any and all rights of recourse against the exhibitors and their agents (save in the event of malicious acts) in the event of loss, and each Partner, by virtue of its participation, also waives any and all rights of recourse against the Organizer. The specific terms and conditions of the insurance contract are available to the exhibitors for inspection.

19 DATA PROTECTION

Personal data collected by Europa group are processed in accordance with Europa Group data protection policy, which you will find at following URL: https://www.europa-group.com/en/privacy-policy

20 LIMITATION OF LIABILITY

The Organizer’s potential liability to the Partner in connection with the organization of the Event shall in any event be strictly limited to the Stand leasing costs. In addition, the amount of any indemnity received by the Partner under the mandatory insurance taken out pursuant to article 17 shall be deducted from any amounts due by the Organizer to the Partner.

21 INTELLECTUAL PROPERTY

The Partner holds and shall retain exclusive ownership of its corporate name, trademarks and logos, domain name and displayed products and materials.

The Event is organized by the Organizer in a spirit of cooperation; accordingly, the Partner grants the Organizer the right to reproduce and/or represent its identifying elements (including its name, corporate name, logos and trademarks) as well as all of the products and materials displayed during the Event. The foregoing right is strictly limited to what is necessary or useful for the purpose of the organization, hosting and promotion of the Event and of its consequences, including, inter alia, the reproduction and representation of the aforementioned identifying elements on all visuals and media in relation to the Event (catalogue, Event website, plans and visuals delivered to the visitors etc.)

The Partner shall not use the logo or identifying visuals of the Event in its documentation, whatever its nature or medium, without the prior consent of the Organizer.

22 APPLICABLE LAW AND CHOICE OF FORUM

These General Terms and Conditions are governed by French law. It is expressly agreed between the parties that the courts of Toulouse shall have exclusive jurisdiction to settle any disputes, including in the event of multiple defendants.
INSURANCE GENERAL POLICY

TRADE FAIR & TRADE SHOW POLICY INFORMATION FOR EXHIBITORS

Insurance policy taken out by the EUROPA ORGANISATION on behalf of exhibitors

Policyholder: EUROPA ORGANISATION, 19 allées Jean Jaures, 31000 TOULOUSE, France
For further details on this policy, please contact:
Mr G de Malefette, e-mail: gillesdemalefette@gmail.com, tel. +33 (0)6 81 26 26 50

Insurance cover is hereby provided for the periods below:
- Damages to equipment, articles and/or merchandise: Cover starts on April 14, 2020 at 8.00 am and ends on April 16, 2020 at 8.00 pm.
- Public liability: Cover starts on April 14, 2020 at 8.00 am and ends on April 16, 2020 at 8.00 pm.

IMPORTANT: OBLIGATORY CONDITION

The exhibitor's property must remain under their own observation at all times, including during assembly and disassembly work.

COVER AND EXCESS VALUES

<table>
<thead>
<tr>
<th>COVER</th>
<th>INSURED VALUE PER STAND</th>
<th>EXCESS PER CLAIM AND PER EXHIBITOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAMAGES TO EXHIBITORS’ EQUIPMENT, ARTICLES AND/OR MERCHANDISE</td>
<td>3,050€</td>
<td>150€</td>
</tr>
<tr>
<td>Full first risk cover, per exhibitor</td>
<td>As per the benefits shown for the other forms of cover</td>
<td>Current statutory excess and at least that of the damages excess</td>
</tr>
<tr>
<td>NATURAL DISASTERS</td>
<td>5,000,000€</td>
<td>Nil</td>
</tr>
<tr>
<td>EXHIBITORS' PUBLIC LIABILITY (outside USA/Canada)</td>
<td>For all exhibitors</td>
<td>Nil</td>
</tr>
<tr>
<td>All physical injuries, property damage and consequential losses, per event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Food poisoning, per event</td>
<td>800,000€</td>
<td>Nil</td>
</tr>
<tr>
<td>- Gross negligence: accidents at work and work-related illnesses, all injuries combined, per event, for a maximum per claim of</td>
<td>800,000€</td>
<td>Nil</td>
</tr>
<tr>
<td>- Environmental damage, all physical injuries, property damage and consequential losses combined, per event</td>
<td>50,000€</td>
<td>Nil</td>
</tr>
<tr>
<td>- Property damage and consequential losses, per event</td>
<td>800,000€</td>
<td>1,500€</td>
</tr>
<tr>
<td>- with non-consecutive moral prejudice</td>
<td>75,000€</td>
<td>750€</td>
</tr>
<tr>
<td>- with damages to entrusted property, per event</td>
<td>30,000€</td>
<td>450€</td>
</tr>
<tr>
<td>LEGAL ASSISTANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Insurer's maximum commitment, per event</td>
<td>15,000€</td>
<td></td>
</tr>
<tr>
<td>- For litigation costs in excess of</td>
<td>1,500€</td>
<td></td>
</tr>
</tbody>
</table>

The insurer's maximum commitment for property damage is limited to 500,000€ unless contractually stated otherwise.

To qualify for Theft cover, the permanent presence of the insured exhibitor or their agents on the stand is obligatory during assembly and disassembly work.

As a partial waiver of the DAMAGES cover exclusion clause, plasma and/or LCD screens are hereby covered. To qualify for Theft cover, however, plasma and/or LCD screens, and any computers, must be securely attached to the stand by cables or protected by some anti-theft system throughout the period of the event.

SPECIAL CONDITIONS

1. TERMS USED IN THIS POLICY

Wherever some definition applies only to one form of cover, this cover is shown in italics between (parentheses) next to the term being defined, e.g., (PL) for Public Liability cover.

Accident (PL): Any accident arising suddenly, without warning and independently of the insured's wishes. For Environmental Damage cover, the occurrence of the damage must also be associated with the causal event and unforeseen by the insured.

Insured: The exhibitors at the event, duly signed in.

Environmental damage (PL):
- The emission, leakage, disposal or deposit of any substance, whether solid, liquid or gas, released into the air, soil or waters.
- The production of odours, noises, vibrations, temperature changes, radio frequencies, EM propagations or radiation in excess of ordinarily approved local values.

Other person (PL): Any entity other than the Insured. The following are NOT considered to be Other persons:
- Any representatives of the insured Company in the exercise of their duties.
- The life partner, parents or children of the Insured or their life partner, where the damages have been caused by the Insured.
- The agents of the Insured in the exercise of their duties for any injury that, under French legislation, must be covered by the Social Security service or for those not covered under Book IV of the French Code de Sécurité Sociale with all those who may yet seek compensation in cases of gross negligence by their employer.

Volunteers (PL): Any individual freely providing their support for the purposes of organising and/or conducting an event.

Entrenched property (PL): Any item of personal property belonging to an Other person and entrusted to the Insured and/or used by the Insured or another person and/or exhibited by the Insured or another person as part of the event.

Property provided – Temporary rental liability (PL):
- Real estate rented or occupied by the Insured inasmuch as the buildings are to be used for the conduct of the event.
- Personal property for which the Insured may be responsible insofar as it has been leased or entrusted jointly with the real estate made available for the conduct of the event.

End of cover: The effective date of the policy's termination, cancellation, expiry or suspension.

Code: The French Code des Assurances insurance codex

Premium: The sum to be paid by Policyholder in exchange for our insurance cover.

Work/services achievement date (PL): The date on which the Insured is observed to have fulfilled some 'duty to achieve' incumbent upon them. The fulfilment date may be different to the work acceptance date.

Delivery date (PL): The date on which the Insured is observed to have fulfilled some 'duty to deliver' incumbent upon them or the effective date of the provision of some item whereby the delivery takes it beyond the insured’s power, management, control or use.

Lapse: The loss of the right to insurance cover for the claim in question.

Loss (PL): Physical injury: Any harm resulting directly from some physical injury suffered by an
The total compensation value is calculated on the basis of the new replacement value, as at the date of the insurance claim, or the new replacement value of the damaged or destroyed property, if less, and shall be determined on the basis of the insurance claim, even if the claims for damages are spread over time, and the total compensation value of the insurance claim shall be that of the first claim for damage by some Other person.

Sub-contractor (PL): Any individual or business that agrees, on behalf of the Insured as their agent, to carry out all or some of some business contract or public tender work for which our Insured is the sole contractor.

Substitution: The transfer in our favour of the Insured's right to legal remedy against a liable third party.

Suspension: The withdrawal of cover benefits even though the policy has not been terminated or cancelled. The period is to end with the renewal of cover or the termination of the policy.

Jobber (PL): A professional service provider who carries out specialist work entrusted by the Insured and who works under the authority, orders and instructions of the Insured.

Computer virus: Code or instructions unlawfully introduced into a computer system, regardless of the propagation means or the likelihood of its disturbing the system's operation or any data-processing hardware.

2. DAMAGES TO EXHIBITORS' EQUIPMENT, MERCHANDISE TO EXHIBITORS' EQUIPMENT, MERCHANDISE ARTICLES AND/OR MERCHANDISE

2.1. PURPOSE OF THE COVER

We provide cover for the Insured's equipment, articles and/or merchandise up to the limits shown in the 'Cover and Excess values' table, overriding the proportional benefits rule shown at Article 7.

Policyholder: The individual or legal entity who requests and signs the policy and who agrees, on behalf of the Insured as their agent, to pay the premium under it. Any entity deputising for them, legally or with the agreement of all parties, shall also be considered as the Policyholder.

Time-bar: A period, at the end of which some activity can no longer be exercised.

Claim: All the harmful consequences of one single event likely to invoke our insurance cover.

Cover (PL): Any injury or damages caused to some third party incurring the Insured's liability, resulting from some harmful event and giving rise to future claims for damages.

Insurance cover is to be initiated by any claim for damages, in or out of Court, made by the victim of a harmful event, or their claimants, and addressed to the Insured or the Insurers.

It is hereby agreed that:
- All harmful events having the same specific cause are to be grouped under one single harmful event.
- All the damages that may be imputed to the same harmful event are to constitute a single insurance claim, even if the claims for damages are spread over time and the total compensation value of the insurance claim shall be that of the first claim for damage by some Other person.

Sub-contractor (PL): Any individual or business that agrees, on behalf of the Insured as their agent, to carry out all or some of some business contract or public tender work for which our Insured is the sole contractor.

Substitution: The transfer in our favour of the Insured's right to legal remedy against a liable third party.

Suspension: The withdrawal of cover benefits even though the policy has not been terminated or cancelled. The period is to end with the renewal of cover or the termination of the policy.

Jobber (PL): A professional service provider who carries out specialist work entrusted by the Insured and who works under the authority, orders and instructions of the Insured.

Computer virus: Code or instructions unlawfully introduced into a computer system, regardless of the propagation means or the likelihood of its disturbing the system's operation or any data-processing hardware.

2.2. EXCLUSIONS TO THE DAMAGES COVER

The following are specifically excluded:
- Transportation
- Loading and Unloading Work
- Any Movement of the Insured Equipment, Articles and/or Merchandise within the Exhibition Perimeter where this is undertaken outside the buildings or structures intended to house the exhibition and its visitors
- Thefts from Vehicles parked within the perimeter of the Exhibition (unless during Loading/Unloading where Transportation Cover has been taken out)

2.3. PARTIAL RELIEF FROM THE PROPORTIONAL BENEFITS RULE

The proportional benefits rule shown at Article 7 shall not be applied where the value of the property, as at the date of the insurance claim, does not exceed the sum covered by more than 20%.

2.4. COMPENSATION IN THE EVENT OF INSURANCE CLAIMS

Full claims: A full claim is one in which the replacement or repair costs of the insured equipment is equal to the total compensation value. The total compensation value is calculated on the basis of the new replacement value, as at the date of the insurance claim.
the date of the insurance claim, with a depreciation factor set by mutual consent or by expert evaluation. The total compensation value calculated in this way cannot exceed the insured value.

Partial claims: the total compensation value is equal to the total costs of repair for the equipment and/or articles insured, without the application of any depreciation factor.

2.5. NATURAL DISASTERS – ANNEX 1
The standard clauses are to be applied for the insurance policies shown at Article L125-1 (paragraph 1) of the French Code des Assurances.

2.6. COVER FOR BOMBINGS AND ACTS OF TERRORISM
Article L126-2 of the Code des Assurances is to be applicable.

3. PUBLIC LIABILITY COVER (PL)
SPECIAL PROVISION:
IN ACCORDANCE WITH ANY DECISIONS BY THE COUNCIL OF EUROPE TO TAKE SANCTIONS AGAINST CERTAIN STATES, THE COVER UNDER THIS POLICY SHALL BE INAPPLICABLE:
- WHEREVER THE INSURERS ARE PROHIBITED FROM PROVIDING INSURANCE POLICIES OR SERVICES DUE TO STATUTORY OR REGULATORY SANCTIONS, RESTRICTIONS OR PROHIBITIONS,
- WHEREVER THE INSURED PROPERTY OR ACTIVITIES ARE SUBJECT TO ANY STATUTORY OR REGULATORY SANCTIONS, RESTRICTIONS, EMBARGOES, IN WHOLE OR IN PART, OR PROHIBITIONS.

This insurance covers Public Liabilities deriving from the provisions of the French Code Civil, some other Code, legislation or regulations, Directives, jurisprudence, professional customs and practice or otherwise, whether the legal basis is French, foreign, European or international.

This insurance cover is applicable up to the total insured values after deduction of any excess values as shown in the 'Cover and Excess values' table.

3.1. PURPOSE OF PUBLIC LIABILITY COVER
We provide cover for the financial consequences of any public liability that the Insured may incur as a result of physical injury, property damages or consequential losses caused to some other person and arising during the exhibition as a result of their own actions, those of their agents or volunteers or due to their properties and furniture and any animals for which the Insured is the owner or in charge of.

3.2. EXTENSIONS
Non-consecutive losses
For non-consecutive losses, cover will be granted where these result exclusively from one or more accidental events, as listed below:
- Shocks, spills, breakages, failure or some sudden collapse of furniture or property in a good state of repair and working order and of which the Insured is the owner or is in charge of or using, or fires, explosions or sudden water damage arising inside or outside the premises that they own or are in charge of - Some faulty use by the Insured or their agents.

Food poisoning
We provide cover for:
- a) The Insured's public liabilities arising from physical injuries caused to another individual, including co-workers, where such injuries are not covered under the terms of accidents at work legislation and where the source is some product prepared and/or served in the company's restaurants or delivered by caterers provided for the staff.
- b) In partial waiver of the M clause under Exclusions, any public liabilities that may be incurred by the Insured as a result of any physical injuries arising from food poisoning or other poisoning caused by drinks or other food products prepared and/or supplied by them, whether paid for or free, or caused by the accidental presence of some foreign body in the said foodstuffs, where suffered by the visitors or other participants at the exhibition.

Any injuries caused by the distribution of the company's products as part of some sales promotion are hereby excluded.

Wilful misconduct
We provide cover for the vicarious public liabilities of the Insured with regard to any of their agents falling victim to some physical injury caused by a co-worker and acknowledged as wilful misconduct under Article L452-5 of the French Code de la Sécurité Sociale.

The reimbursement of any additional contributions as shown at Article L242-7 of the Code de la Sécurité Sociale in punishment of the exceptional risk generated by the misuse or failure to observe the required safety measures is hereby excluded.

Gross negligence
In partial waiver of the L clause of the Standard Exclusions section, where an accident at work or an occupational illness affecting one of the Insured's agents is the result of some gross negligence by the Insured or someone deputising for them in the management of the business, we provide cover for:
1) The reimbursement of any sums owed to the primary health insurance fund (CPAM)
   a) As additional contributions under Article L452-2 of the Code de la Sécurité Sociale
   b) As additional compensation liable to be claimed by the victim under Article L452-3 of the Code de la Sécurité Sociale
2) The settlement of any additional compensation due for damages not covered under Book IV of the Code de la Sécurité Sociale
   a) To the victim
   b) To their claimants: any person having a legal relationship with the victim or anyone through whom the absence of such a relationship, can prove a relationship of sufficient stability with the victim to seek compensation for material damages or moral prejudices as a result of their death in compensation for physical injuries not covered under L452-3 of the Code de la Sécurité Sociale.

The following are hereby excluded:
- Any damages suffered by the vehicle being used or the public liabilities of the agents.

Travel accidents between co-workers
We provide cover for the vicarious public liabilities of the Insured in respect of any physical injuries that their agents may cause one another when travelling between their places of residence and places of work and vice versa, in accordance with Article L455-1 of the Code de la Sécurité Sociale.

Legal actions by compulsory welfare insurance organisations
We provide cover for the Insured's public liabilities in the event of some claim lodged by the Social Security services or any other compulsory welfare insurance organisation in respect of physical injuries caused to some individual where their coverage by these organisations is not the result of some family relationship to the Insured.

Physical injuries caused by the insured to their life partner are hereby excluded.

Volunteer assistance
We provide cover for the Insured's public liabilities with respect to physical injuries, property damages and consequential losses caused and/or suffered by:
- a) Volunteers, except during periods where they exercise the duties entrusted to them covered only for those damages that, under French legislation, must be covered by the Social Security services or under their own statutory provisions.
- b) Those individuals who freely provide their assistance during some act of help or rescue (including those under some support agreement).

Removal of obstructions
We hereby cover the Insured's public liabilities in respect of property damages and consequential losses caused by property that they neither own nor are in charge of, but which must be moved or removed with some critical distance in order to prevent its forming an obstruction to the declared activities.

Environmental damage
We provide cover for the Insured's public liabilities in respect of physical injuries, property...
damages and consequential losses caused to another person by pollution of the atmosphere, waters or land, or any other environmental damage insofar as such damages are of an accidental nature. Environmental damages are only covered where they result from one of the following events: - Breakage of some part, machine or installation - Unforeseen dysfunction of some mechanism - Fire or explosion: but excluding those arising within the premises owned by the Insured or for which they are responsible in any way - Faulty use

Insofar as these events match the definition of an accident as defined in the Definitions section.

The following property damages and consequential losses are hereby excluded:
- Any damage and consequential loss where it is proven that these were caused or aggravated by poor condition, inadequacies or faulty maintenance of systems intended to prevent environmental damage and that this poor condition, inadequacy or faulty maintenance was known, or should have been known, to the insured or, where the insured is a legal entity, any individual manager of the business
- Fees to be paid by the insured in accordance with Articles 12, 14 and 17 of the Act No. 64-125 of 16 December 1964, even if these fees were intended to put right a situation consecutive to the pollution damages giving rise to the cover
- In-consecutive losses
- Environmental damages

**Entrusted property**

We provide cover, as a partial waiver of the exclusion clause Q in the Exclusions paragraph, for the Insured's public liabilities in respect of any property damages and consequential losses suffered by property entrusted to them for any tasks falling within the framework of the insured exhibition.

The following property damages and consequential losses are hereby excluded:
- Those suffered by the entrusted property outside the premises used for the exhibition
- Those caused by some disappearance or theft taking place within the premises owned by the insured or for which they are responsible
- Those occurring in transit, including during loading and unloading operations
- Those arising as a result of being involved by the insured and representing added value
- Those directly originating from the repair, processing, machining or modification of the entrusted property

### 3.3. STANDARD PROVISIONS

#### 3.3.1. Joint liabilities

This policy covers the consequences of any joint liability convictions that may be awarded against the Insured.

#### 3.3.2. Subcontractors and jobbers

As part of their declared activities, the Insured may carry out certain tasks using subcontractors or jobbers. We provide cover for the public liabilities of the Insured in the event that any claim is made against them in respect of physical injury, property damages, consequential losses and non-consecutive losses caused to another person by the said subcontractors or jobbers, provided that the Insured has not abandoned any legal remedies or third party claims against them.

#### 3.3.3. Arbitration

If the Insured is required to sign contracts under which the parties intend to settle their disputes by means of arbitration, such cover may be granted under this present policy, provided that:
- The arbitration is entrusted to:
  - For international contracts; the international Chamber of Commerce
  - For national contracts; some institutionalised French arbitration chamber
- We are involved in the organisation and follow up of the arbitration procedures, in particular, the drawing up of any compromise solution, the selection of the arbitrators and the definition of their tasks
- Where reference is made to some form of arbitration other than the above, cover can only be extended to the Insured with our prior agreement.

#### 3.3.4. Provision of cover over time

This policy covers the Insured against the financial consequences of insurance claims, provided that the claimant event took place before the termination or expiry of the cover and that the first claim for damages was sent to the Insured or their Insurers between the effective start date of the cover and the end of a period after its termination or expiry as shown in the policy, regardless of the date of any other element of the insurance claim. To this end, cover is hereby granted to claims drawn up for damages arisen before its start date but unknown to the Insured at the time of taking out the policy.

Notwithstanding, this policy covers claims only where the harmful event became known to the Insured after the termination or expiry date if, at the time that the Insured became aware of the harmful event, the cover had not been renewed or had been renewed on the basis of initiation by the harmful event. The Insurers will not cover the Insured against the financial consequences of insurance claims where it can be proven that the Insured was aware of the harmful event at the time of taking out the policy.

The subsequent lifespan of the cover is to be five years from the date of its termination or expiry, where the policy taken out by an individual for their own business activity is the final cover before the closure of their business activity or decease, the subsequent lifespan of the cover is to be raised to ten years.

In the event of their restarting the same activity, the lifespan is to be reduced to a period between the policy's expiry or termination date and the date the business was restarted but this period cannot be less than five years or any period agreed contractually.

The application of the subsequent coverage period only concerns public liability cover, to the exclusion of any cover in respect of insurance for damages leading to the payment of compensation to the Insured.

#### 3.3.5. Values insured

Values insured are determined per event except where the wording “per event and with a minimum per claim” appears in the “Cover and Excess values” table. When the value insured is determined per event, it diminishes progressively with each payment of the claim. The values insured constitute the limit of our cover irrespective of the number of persons benefitting from the status of an insured party. The threshold applicable to the cover triggered in the subsequent period is unique for the entire period. This limit is specific and only applies to the claims triggering coverage during this period. It is equal to the limit in effect for the coverage triggered during the year preceding its termination or expiry, and the coverage limits per claim or those constituting a sub-limit of the main coverage also apply.

These amounts diminish progressively with any compensation by the Insured on behalf of the insured, therefore the subsequent period and cannot be reconstituted.

#### 3.3.6. Geographic scope of coverage

The coverage afforded by this policy extends worldwide except for USA/Canada. If, due to the location of the loss, French legislation is not applicable, the cover exists, as per the provisions of the policy, to the monetary consequences of the PL the insured may incur pursuant to local legislation.

#### 3.3.7. Settling claims

When the insurance is established and a claim is agreed by the Insurers on behalf of the insured, including appeal to the court, the arbitration other than the above, cover can only be extended to the Insured with our prior agreement.

The following are hereby excluded:
- Any claim originating from installations, premises, permanent branches, or property on loan located in, or of which the business activity(ies) is/are conducted outside Metropolitan France or the Principalties of Monaco and Andorra, are excluded from this cover.

Special clause applicable to the United States of America and Canada.

When the insurance is established and a claim is agreed by the Insurers on behalf of the insured, damage to property and consequential bodily damage caused to third parties during an event in USA/Canada, for a period not longer than 3 months per event.

Without waiving the other clauses of the policy, this agreement shall apply to losses incurred in the United States of America and/or Canada:
- Coverage amounts to 5,000,000 Euros per event for all bodily injury, material and immaterial damage taken in the aggregate; the sub-limitations provided for in the coverage table remain unchanged.
- The excess values on all types of damage including bodily damage amount to 7,625 Euros per claim.

Legal and lawyer’s fees are included in the coverage amounts.

The following are hereby excluded:
- Non-consecutive loss
- Supplementary compensations owed by the party causing the damage (i.e. punitive damages or exemplary damages)
- Liability consecutive to environmental damage.

#### 3.3.8. Settlement of claims

In the event of a third party claim with respect to liability insured by a policy, we may, within the limits our coverage:
- before civil, commercial or administrative jurisdictions: provide for the defence of the insured, direct the proceedings and take appropriate legal action,
- before criminal jurisdictions: exercise the faculty, should the victims maintain their interest, with the agreement of the insured, direct the defence in criminal matters or join it.

Failing this agreement, nonetheless the Insurers will not cover the Insured against the financial consequences of insurance claims where it can be proven that the Insured was aware of the harmful event at the time of taking out the policy.

We alone are entitled, within the limits of our cover, to compromise with injured parties or their assigns.

No acknowledgement of liability and no
transaction attempted without our knowledge, are not binding upon us. The admission of a material factor or the sole fact of having provided emergency care in circumstances in which any person has the legal or moral duty to do so are not considered to be an acknowledgement of liability.

Purchases of securities

If the compensation allocated to a victim or his/her assigns consists of an annuity and if the purchase of securities is ordered to guarantee its payment, we use the available portion of the insured benefits to constitute said guarantee. If no such guarantee is ordered by a judicial ruling, the value of the annuity benefits is calculated according to the rules applicable for calculating the mathematical reserve of this annuity. If this value is less than the available sum, we pay the full cost of the annuity; otherwise, we only bear the portion of the annuity corresponding to the available portion of the insured benefits.

Payment:

In the framework of international conventions, we are only under the obligation to pay the compensation determined by the French judicial authorities and foreign jurisdictions whose decision has received approval on national territory. Compensation is payable in France and in euros.

The coverage limits determined in the Cover and Excess values Table include the principal, interests, fees for settlement, procedure or proceedings in addition to lawyers’ or attorneys’ fees.

3.3.8. Legal assistance

These provisions pertain to the liabilities defined by the PL coverage. Thus, and in the framework of the activities declared, We undertake:

Defence:

- Inexcusable conduct
- by mutual agreement;
- failing this, by the Presiding Judge at the Magistrates’ Court ruling in chambers at the initiative of the diligent party. The costs of these proceedings are supported by us, except where a decision to the contrary is returned by the Presiding Judge at the Magistrates’ Court should the insured’s claim be deemed abusive.

3.4. EXCLUSIONS SPECIFIC TO PL COVERAGE:

- The following are excluded:
  - LOSSES CAUSED BY MOTORISED LAND VEHICLES AS PER ARTICLE L 211-1 OF THE CODE, AIRBORNE DEVICES OR VEHICLES, MOTORIZED MACHINES OR VEHICLES, WHETHER MARITIME, FLUVIAL, OR LACUSTRIE OWNED, OPERATED OR DRIVEN BY ANY PERSON FOR WHOM IT IS CIVILLY LIABLE;
  - LOSSES CONSECUTIVE TO:
    1) ANY PARTICIPATION AS A CONTESTANT OR ORGANISER BY THE INSURED OR PERSONS FOR WHOM IT IS CIVILLY LIABLE, IN WAGERS, MATCHES, RACES OR SPOTS COMPETITIONS FEATURING ON THE SCHEDULE OF SPORTS FEDERATION MOVES IN PREPARATORY TRIALS PRIOR TO THESE EVENTS;
    2) DURING THE TRIALS OR COMPETITIONS SUBJECT TO COMPULSORY INSURANCE PURSUANT TO ARTICLE 11 OF THE DECREE DATED 16/05/2006 ON CONCENTRATIONS AND EVENTS HELD ON OPEN ROADS OR IN PLACES NOT OPEN TO PUBLIC TRAFFIC AND INCLUDING PARTICIPATION BY MOTORISED LAND VEHICLES AND ITS ENFORCEMENT ORDER DATED 27/10/2006;
    C) LOSSES CAUSED BY:
      1) FOREIGN WAR: the insured must prove that the claim arises from an event other than a foreign war;
      2) CIVIL WAR, ANY ACT OF TERRORISM OR SABOTAGE OCCURRING AS PART OF A CONCERTED ACTION, TERRORISM OR SABOTAGE, RIOTS, POPULAR MOVEMENTS, STRIKES AND LOCK-OUTS: we must prove that the claim arises from one of these events;
    D) LOSSES CAUSED BY DAMS, DIKES AND ANY WATER RESERVOIRS HIGHER THAN 5 METRES AND/OR LONGER THAN 30 METRES;
    E) LOSSES OR AGGRAVATION TO DAMAGE CAUSED BY:
      1) WEAPONS OR DEVICES INTENDED TO EXPLODE BY MEANS OF A CHANGE IN THE STRUCTURE OF THE ATOMIC NUCLEUS;
      2) ANY NUCLEAR FUEL, RADIOACTIVE PRODUCT OR WASTE OR ANY OTHER SOURCE OF IONISING RADIATION IF DAMAGE OR AGGRAVATION OF DAMAGE DIRECTLY AFFECTS A NUCLEAR INSTALLATION OR INCUR THE SOLE LIABILITY OF AN OPERATOR OF A NUCLEAR PLANT OR ORIGINATE IN THE PROVISION OF GOODS OR SERVICES INVOLVING A NUCLEAR FACILITY;
      3) ANY SOURCE OF IONISING RADIATION

USED OR INTENDED FOR USE OUTSIDE OF A NUCLEAR FACILITY FOR INDUSTRIAL, COMMERCIAL, AGRICULTURAL, SCIENTIFIC OR MEDICAL PURPOSES.

However, the last provision does not apply to damage or aggravation of damage caused by radioactive substances not requiring authorisation within the framework of the regulations pertaining to Licensed Installations for the Protection of the Environment (Article R.511-9 of the Environmental Code),

b) does not require authorisation by virtue of the regulations relative to health hazards linked to the environment and the workplace (Article R.1333-23 of the Public Health Code).

F. LOSSES CAUSED BY DAMAGES AND THEIR BODILY, MATERIAL OR IMATERIAL CONSEQUENCES DIRECTLY OR INDIRECTLY LINKED TO THE PRESENCE OR USE OF ASBESTOS, LEAD, FORMALDEHYDE, NOXIOUS MOLDS, MERCURY (METALS AND THEIR COMPOUNDS), THE FOLLOWING PERSISTENT ORGANIC POLLUTANTS: ALDRIN, CHLORANE, DDT, DIOXINS, DIELDRIN, ENDRIN, FURANE, HEPTACHLOR, HEXACHLOROBENZENE, MIREX, PCB, TETRACHLOROETHANE.

G. LIABILITIES AS DETERMINED IN ARTICLES 1792 ET SEQ ET 2270 OF THE CIVIL CODE (10-YEAR LIABILITY, GUARANTEE OF GOOD WORKING ORDER) IMPOSED OR A LIABILITY OF THE SAME SORT ARISING FROM FOREIGN LEGISLATION.

H. THE CONSEQUENCES OF UNDERTAKINGS CONVENTIONALLY ACCEPTED BY THE INSURED INDOFAR AS THEY INCREASE THE STRINGENCY OF THE INSURED’S LIABILITY BEYOND THAT IMPOSED UPON IT HAD IT NOT UNDERTAKING NOT EXISTED.

I. THE CONSEQUENCES OF THE PERSONAL LIABILITY OF THE COMPANY OFFICER.

J. FINES AND OTHER PENAL SANCTIONS, PENALTIES FOR LATENESS INFECTED PERSONALLY UPON THE ENSURED.

K. THE CONSEQUENCES OF THE NON-PAYMENT OR NON-RETURN AND ITS CONSEQUENCES, OF ANY FUNDS, BELONGINGS OR SECURITIES RECEIVED FOR ANY REASON WHATSOEVER BY THE INSURED, ITS EMPLOYEES OR PERSONS SUBSTITUTED AS A MANAGER OF THE COMPANY.


M. COMPLAINTS IN CONTESTATION WITH SOCIAL INTERACTION, I.E. ANY COMPLAINTS BASED ON:

1) ANY ABUSIVE DISMISSAL, ANY ABUSIVE TERMINATION OR NON-RENEWAL OF A LABOUR CONTRACT, IRRESPECTIVE OF WHETHER SAID ABUSIVE NATURE IS PROVEN OR
2) ANY FRAUDULENT FILING RELATIVE TO EMPLOYMENT,
3) ANY ABUSIVE REFUSAL OF EMPLOYMENT OR PROMOTION,
4) ANY ABUSIVE DEPRIVATION OF A CAREER OPPORTUNITY,
5) ANY ABUSIVE DISCIPLINARY MEASURE,
6) ANY ILLEGAL DISCRIMINATION, WHETHER DIRECT, INDIRECT, INTENTIONAL OR OTHERWISE, ANY INFRINGEMENT OF PRIVACY OR ANY DEPRIVATION LINKED TO EMPLOYMENT,
7) ANY BREACH OF RULES APPLICABLE TO COMPANY RELATIONS.

N DAMAGE OCCURRING “AFTER DELIVERY” TO PRODUCTS OR EQUIPMENT, OR “AFTER COMPLETION OF WORKS”.

O THE CONSEQUENCES OF THE NON-PERFORMANCE OF OBLIGATIONS TO DO OR ISSUE SOMETHING, WHEN THE INSURED'S LIABILITY RESULTS FROM NON-OBSERVANCE OF AN OBLIGATION TO ISSUE PURSUANT TO A CONTRACT, AN ORDER, A SPECIFICATION, AS PROVIDED FOR IN ARTICLES 1604 TO 1624 OF THE CIVIL CODE.


Q DAMAGE OTHER THAN BODILY CAUSED BY FIRE, EXPLOSION OR THE ACTION OF WATER, WHEN ARISING FROM THE PROPER USE OF WHICH THE INSURED IS LIABLE, THE OWNER, CARETAKER OR OCCUPIER IN ANY CAPACITY WHATSOEVER;

R MATERIAL LOSSES INCURRED BY MOVABLE OR REAL PROPERTY BELONGING TO OTHERS, ENTRUSTED TO THE INSURED, OR EXPOSED, OR USED AS PART OF THE EVENT AND CONSECUTIVE IMMATERIAL DAMAGE AND NON-CONSECUTIVE IMMATERIAL DAMAGE;

S DISAPPEARANCES, THEFT, LOSS, DAMAGE TO STAGE COSTUMES AND ACCESSORIES, CASH, BANK NOTES, CHEQUEBOOKS, CREDIT CARDS, SECURITIES, PERS, JEWELS, PRICE STONES, PRECIOUS OBJECTS, HANDBAGS AND THEIR CONTENTS, CONTENTS OF POCKETS, ENTRUSTED TO THE INSURED OR ITS AGENTS;

T LOSSES ARISING FROM EITHER:
1) NON-OBSERVATION OF REGULATIONS FALLING TO THE OWNERS OF BUILDINGS OR THE MANAGER OF A PUBLIC-ACCESS BUILDING TO PREVENT THE RISKS OF CONTAMINATION BY LEGIONELLOSIS.
2) THE PERFORMANCE BY THE INSURED OF ITS ACTIVITY DESPITE RESERVATIONS MADE AND MAINTAINED OR BANS FROM INSPECTION OR SECURITY ORGANISATIONS;
3) THE NON-OBSERVANCE OF RULES DETERMINING THE OBLIGATIONS IMPOSED ON LIVE SHOW ENTREPRENEURS (ORDER N° 45-2339 DATED 13.10.1945) AND THOSE IMPOSED ON PUBLIC-ACCESS BUILDINGS (ARTICLES R123-1 TO R123-

55 OF THE BUILDING AND HOUSING CODE;

4) NON-OBSERVANCE OF THE RULES IMPOSED BY THE ANTI-TERROIST PLANS OR ANY OTHER MEASURE TAKEN BY THE COMPETENT AUTHORITIES;
5) ANY CONSEQUENCE LINKED TO THE LACK OR WITHDRAWAL OF ADMINISTRATIVE PERMISSION TO HOLD THE EVENT.

U. LOSSES ARISING FROM THE COLLAPSE OF REMOVABLE GRANDSTANDS OR WALAYSHS, OR FIXED GRANDSTANDS NOT BUILT FROM HARD MATERIALS.
V LOSSES OF ANY KIND, RESULTING FROM COMPUTER VIRUSES OR INFECTIONS AFFECTING PROGRAMS, SOFTWARE PACKAGES, PARAMETER SETTINGS, DATA AND COMPUTER SYSTEMS;
W LIABILITIES LINKED TO INTERNET AND/OR CYBER-RISKS ARISING FROM THE USE OF:
1) ELECTRONIC SERVICE PROVIDERS OR COMPANIES.
2) ELECTRONIC COMMERCE COMPANIES OR ACTIVITIES.
X LOSSES ARISING FROM THE USE OR DISAPPEARANCE OF GENETICALLY MODIFIED ORGANISMS PURSUANT TO THE LAW N° 92-654 OF 13 JULY 1992 AND THE TEXTS THAT MAY REPLACE IT AND THOSE USED FOR ITS ENFORCEMENT.
Y LOSSES NOT FORESEEABLE IN THE CURRENT STATE OF SCIENTIFIC AND TECHNICAL ADVANCEMENT IN EFFECT AT THE TIME THE ORIGINAL ACTS OR DAMAGE WAS COMMITTED;
Z THE IMMEDIATE CONSEQUENCES OF DAMAGE CAUSED BY ANIMALS PURSUANT TO THE LAW N° 99-5 OF 6 JANUARY 1999;
AA. DAMAGE MADE UNAVOIDABLE BY A WILFUL, CONSCIOUS AND SELF-DENIGRING ACT;
BB. ANY CONSEQUENCE LINKED TO THE LACK OF ADMINISTRATIVE PERMISSION TO HOLD THE EVENT.

GENERAL CONDITIONS

ARTICLE 1. – DISCLOSURE OF OTHER INSURANCES IN THE EVENT OF A CLAIM
If one or more risks insured by the policy are or become insured by another policy, the insured must, in the event of a claim, disclose in a statement to us the name of the Insurer providing the policy, in addition to the coverage provided (art. L.121- of the Code).

ARTICLE 2 - PENALTIES
Concerning the disclosures made on subscription:
Any reticence, false declaration, omission or inaccuracies may be punished, even if it does not impact the claim, by:
- rendering void the policy in the event of dishonesty of the Policyholder or the insured (art. L.113-8 of the Code),
- the reduction or even annulment of the claim compensation, if the dishonesty of the Policyholder or the insured is not established: reduction in proportion to the detriment said failure may cause to us.
- the nature and approximate amount of losses, and the place where they can be evidenced,
- if relevant, the names and address of the perpetrator of the damage (if known) and if possible of any witnesses, and the authority that may have intervened,
- the coverage subscribed from other insurers for the same risks.

Within a period of 30 days, an inventory of losses certified true and accurate must be supplied by the insured as well as any documents evidencing the extent of the losses. All relevant measures to evidence the losses must be taken in all events until the adjustment is completed, and in particular all elements of proof.

In the event of multiple insurance policies, the insured can declare the claim to the Insurer of its choice. No claim may give rise to compensation if the insured fails to produce evidence proving its loss.

If the insured does not comply with the obligations of article 4, except for force majeure, we may reduce our provision of services proportionately to the detriment said failure may cause to us.

If the insured or Policyholder dishonestly declares a false date, description, causes, the circumstances and consequences of the claim, exaggerates the amount of damage, deliberately omits to declare the existence of other damage bearing on the same risks, uses incorrect substantiating documents or uses fraudulent means, it is forfeits entirely any rights to compensation for all risks claimed, said forfeiting being indivisible amongst the articles of the policy.

ARTICLE 3. – PAYMENT OF PREMIUMS
The premium after tax is payable by the Policyholder.

ARTICLE 4. – OBLIGATIONS IN THE EVENT OF A CLAIM
In the event of a claim, the insured must make its best effort to stop its effects or limit is gravity, rescue insured goods and ascertain their subsequent protection. As soon as it be comes aware of it and within working days at the latest (or within 2 working days for theft), it must notify us our legal representative – preferable by registered letter – or verbally against a receipt.

Failing this, and except in cases of force majeure, the insured is stripped of any right to compensation for the claim in question, if we determine the existence of prejudice consequent to this delay.

In the event of theft, the insured must, on pain of forfeiture, file a complaint with the appropriate authorities.

The following must be specified in the claim statement, or if it is impossible to do so, in a subsequent statement filed as soon as possible afterwards:
- the date and circumstances of the claim, its known or supposed,
- the nature and approximate amount of losses, and the place where they can be evidenced,
- if relevant, the names and address of the perpetrator of the damage (if known) and if possible of any witnesses, and the authority that may have intervened,
- the coverage subscribed from other insurers for the same risks.

If the insured or Policyholder dishonestly declares a false date, description, causes, the circumstances and consequences of the claim, exaggerates the amount of damage, deliberately omits to declare the existence of other damage bearing on the same risks, uses incorrect substantiating documents or uses fraudulent means, it is forfeits entirely any rights to compensation for all risks claimed, said forfeiting being indivisible amongst the articles of the policy.

ARTICLE 5. – ADJUSTMENT – ASSESSMENT OF LOSSES
Adjustment: The loss amount is determined amicably between us and the insured. If the damages cannot be determined by mutual agreement, it an amicable adjustment in the presence of both parties is always mandatory, contingent on the respective rights of the parties. Each party chooses an adjuster. If the adjusters thus appointed are not in agreement, a 3rd adjuster is appointed. The 3 adjustors work...
jointly and on a majority vote basis. If either party fails to name an adjuster, or the 2 adjusters fail to agree on a 3rd, the appointment is made by the Presiding Judge of the Magistrates’ Court of the jurisdiction in which the claim occurred. Said nomination occurs at the simple request of the most diligent party 15 days at the latest after the other party sends a registered letter of formal notice with recorded delivery. Each pays the fees and expenses of its adjuster, and if relevant, half the fees of the 3rd adjuster and the nomination fees.

**Damage assessment:** The policy cannot be a cause of profit for the insured; it only guarantees compensation for actual losses. It is up to the insured to evidence the reality, nature and extent of the prejudice using all appropriate means and documents.

**ARTICLE 10. DETERMINATION OF COMPENSATION**

The compensation due to the insured is equal:
- to the loss amount determined as above, without exceeding the amount set in the Table of This Information Notice,
- minus, if relevant, the salvage amount, and the excess value.

This compensation includes VAT except where it is recoverable by the insured.

**ARTICLE 9. CANCELLATION OF THE POLICY**

Except where agreed to the contrary the proportional rule for benefits decreed by article L.121-5 of the Code is applicable.

**ARTICLE 8. SPECIFIC REQUIREMENTS OF THEFT COVERAGE**

In the event of recovery of all or part of stolen or lost property, at any time whatsoever, the insured undertakes to advise us of this by registered letter.
- If the stolen or lost property is recovered before the compensation is paid, the insured shall transfer to us its possession again and we are only under the obligation to pay for definitive losses and possibly damage.
- If the stolen or lost property is recovered after payment of the compensation, the insured may either regain possession of them by reimbursing the compensation, contingent on any damage possibly sustained, on the condition of informing us of its decision within one month. After this period, we become the outright owners of the recovered assets. In both cases, the recovery will be compensated by us for the expenses reasonably incurred with a view to recuperation.

**ARTICLE 9. PAYMENT OF THE COMPENSATION AND PAYMENT TIMELINE**

The payment of the compensation is made within 30 days either of the amicable agreement, either of the judicial enforcement order. This period, in the event of opposition, only begins on the date release is given. Failing this, and except for force majeure, the compensation shall bear interest at the legal rate from the expiry of this timeframe.

**ARTICLE 10. SUBROGATION**

We are subrogated in the terms of art. L.121-12 of the Code to the extent of the compensation paid, to the rights and actions of the insured, against any party liable for having caused the loss.

If the subrogation cannot, due to a fault of the insured, work in our favour, our guarantee is no longer binding insofar as the subrogation could have been exercised by the insured himself, against any party liable for having caused the loss.

**ARTICLE 11. SPECIFIC REQUIREMENTS OF THE TERRORIST ACTS COVERAGE**

If, by application of the legislation in effect, the insured receives compensation for losses sustained, subsequent to attacks, riots, popular movements, terrorism or sabotage, it undertakes to sign over to us a delegation to the extent of the sums paid to it in respect of the policy.

Pursuant to article L.114-1 of the Insurance Code, any actions deriving from this policy are limited to two years as of the event that gave rise to them.

This period only proceeds, in the event of reticence, omission, false or inaccurate declaration on the risks incurred, as of the day the insurer became aware of this, and in the event of a loss, as of the day the interested parties became aware of it, if they prove they were unaware of it until then.

When the action of the insured against the insurer is grounded on recourse by a third party, the time bar period only starts as of the day said third party took legal action against the insured or was indemnified by the latter.

Pursuant to article L.114-2 of the Insurance Code, the time bar period is interrupted by one of the ordinary causes of interruption and by the naming of adjusters following a loss. The interruption of the time bar may, in addition, result from a certified letter with receipt note sent by the insurer to the insured regarding action for payment of the premium, and by the insured to the insurer regarding the payment of the indemnity.

- For the performance of this policy, the Insurer elects domicile in its registered office.
- Only the French jurisdictions are recognised as competent.

**APPENDIX TO ARTICLE A.112 OF THE INSURANCE CODE**

**Information Sheet on how “public liability” coverage operates over time**

**Notice**

This information sheet is issued pursuant to article L. 112-2 of the insurance Code. Its purpose is to provide the information necessary to properly understand how the PL coverage works over time.

It concerns the policies subscribed or renewed after the effective date of article 80 of law n° 2003-706 on 3 November 2003. The contracts subscribed beforehand are subject to special provisions specified by the same law.

**Understanding the terms**

**Harmful event:** active, direct, and efficient cause of loss sustained by the victim and giving rise to a claim.

**Claim:** An action for liability, triggered by a letter sent to the insured or the insurer, or by a summons before a civil or administrative court. A single loss may give rise to several claims, either from the same victim, or from several victims.

**Period of validity of the cover:** The period between the effective date of the policy and et, after any renewals, its date of termination or expiry.

**Subsequent period:** The period after the date of termination or expiry of the cover. Its duration is specified in the policy. It cannot be less than five years.

If your policy only covers your private civil liability, refer to I. Otherwise refer to I and II.

**I. – THE POLICY COVERS YOUR PRIVATE CIVIL LIABILITY**

Outside any professional activity, the cover is triggered by the harmful event.

The insurer provides cover when the claim consecutive to loss caused by others is formulated and that your liability and that of other persons covered by the policy is incurred. The event causing the loss has happened between the effective date and the termination or expiry date of the cover.

The claim must be sent to the insurer whose cover was or is valid at the time the harmful event occurred.

**II. – THE POLICY COVERS CIVIL LIABILITY INCURRED THROUGH A PROFESSIONAL ACTIVITY**

The insurance policy must specify whether the cover is triggered by the harmful event or if it is triggered by the damage caused.

When the policy simultaneously contains civil liability coverage during professional activities and private civil liability coverage, they are both triggered by the harmful event (see, I).

Some policies, for which the law provides special conditions this provision, is the case for example, for the obligatory 10-year guarantee in the building trade.

**1. – HOW DOES THE HARMFUL EVENT TRIGGERING MODE WORK?**

The insurer provides cover when a claim consecutive to losses caused by others is issued and your liability or that of your insurer is incurred by the policy. When the policy is incurred, insofar as the event behind the losses has occurred between the effective date and the termination or expiry date of the cover.

The claim must be sent to the insurer whose cover is effective at the time the harmful event occurred.

**2. – HOW DOES THE CLAIM TRIGGERING MODE WORK?**

Irrespective of the case, the insurer’s cover is not owing if the insured was aware of the harmful event on the date the policy was subscribed.

2.1. **First case:** the third party is sent to the insured or the insurer during the effective period of coverage.

The insurer provides its cover, even if the event causing the loss occurred before the cover was subscribed.

2.2. **Second case:** the claim is sent to the insured or the insurer during the subsequent period.

When the policy simultaneously contains civil liability coverage during professional activities and private civil liability coverage, they are both triggered by the harmful event (see, I).

**Case 2.2.1:** the insured did not subscribe to new liability coverage triggered by the claim involving the same risk.

The insurer provides its coverage.

**Case 2.2.2:** the insured did subscribe to new liability coverage triggered by the claim from a new insurer during the same risk.

The new cover is implemented, unless the insured was aware of the harmful event on the day the policy was taken out, in which case the previous cover applies.

In addition, insofar as there is no interruption between successive covers and the claim is sent to the insured or the insurer before the expiry of the subsequent period of the initial guarantee, one of the two insurers is necessarily competent and processes the claim.

When the initial guarantee is triggered during the subsequent period, the compensation limit cannot be lower than that of the guarantee triggered during the year preceding the date of its termination or expiry.

**3. IF THE INSURER IS CHANGED**

If you have changed insurer and if a loss caused by a harmful event that occurred before you subscribed to the new policy only gives rise to a claim during the effective period of your new policy, the insurer that will be compensating you has to be determined. Depending on the type of contract, the former or the new insurer may validly receive the claim. Please refer to the standard cases below:

3.1. **The former and the new covers are triggered by the harmful event.**

The cover activated by the claim is that which was effective at the date the harmful event occurred.

3.2. **The former and the new covers are triggered by the claim.**

Your former insurer must process your claim if you...
were aware of the harmful event before subscribing to the new cover. No cover is owing by your former insurer if the claim is sent to you or to your former insurer after the date of expiry of the subsequent period. If you were not aware of the harmful event before subscribing to the new coverage, it is your new insurer who will process your claim.

3.3. The former cover is triggered by the harmful event and the new cover is triggered by the claim. If the harmful event occurred during the effective period of the former cover, it is the former insurer that must process the claims involving losses resulting from the harmful event.

Should the amount of this cover be insufficient, the new cover triggered by the claim shall complete this insufficiency insofar that you were not aware of the harmful event prior to the date you subscribed to the new cover.

Of the harmful event occurred before the effective date of the former cover and remained unknown to the insured at the date of subscription of the new cover, it is the new insurer who must process all the claims involving the losses arising from said harmful event.

3.4. The former cover is triggered by the claim and the new cover is triggered by the harmful event.

If the harmful event occurred before the date of subscription of the new cover, it is the former insurer who must process the claims. No cover is owing from your former insurer if the claim is sent to the insured or your former insurer after the expiry of the subsequent period.

If the harmful event occurred during the effective period of the new cover, it is, of course, the new insurer that must process the claim.

4. IN THE EVENT OF MULTIPLE CLAIMS relative of the same harmful event.

The same harmful event may give rise to several claims occurring or arising at different times. Several claims can then be successively sent by the various third parties involved. In this case, the loss is considered as unique. Therefore, it is the same insurer that processes all the claims.

If the harmful event occurred while your policy was triggered by the harmful event, it is therefore your insurer at the date of the harmful event that must process the claims.

If you were not covered for the harmful event at the date of its occurrence, the insurer that must be designated is the one that is competent pursuant to the conditions specified in paragraphs II-1, II-2 and II-3 above at the time the first claim id formulated.

Insofar that the insurer is competent for the first claim, subsequent claims will then be processed by the same insurer irrespective of the date at which these claims are made, even if the subsequent period is past.