

GENERAL CONDITIONS OF PROVISION OF SERVICES ON THE MOM DIGITAL PLATFORM

SECTION 1: PURPOSE

The General Conditions of Provision of Services herein (the "General Conditions") aim to determine the terms and conditions whereby the company SAFI – SALONS FRANÇAIS ET INTERNATIONAUX, limited liability company with a board of directors and a supervisory board with a capital of € 518 080, whose registered office is located at 6-8 rue Chaptal, 75009 Paris – RCS PARIS n°388.424.129 – VAT n° FR50388424129 – Tel.: +33 (0)1 44 29 03 52 - @: service.commercial.digital@safisalons.fr, provides its exhibitor clients (the "Client(s)") with services accessible on its website <http://mom.maison-objet.com> (hereafter the "Services" and the "Site"). By subscribing to the Services provided by SAFI, the Client agrees to comply, without restriction or reservation, with the clauses of the present General Conditions and any new provisions that may be imposed by circumstances by the SAFI company, and, in such case, that shall be first communicated by SAFI to the Client.

The only contractual documents binding SAFI to the Customer, on the date of purchase of the Subscription, are as follows, to the exclusion of any other contractual document and in particular any general conditions of purchase belonging to the Customer: the General Conditions herein and the Subscription Application to the Services completed by the Client (hereafter the "Subscription Application"). In the event of contradiction between the terms of these documents, it is agreed that the provisions of the Subscription Application shall prevail.

By subscribing online to the Services, the Customer declares having read and accepted all of the information necessary to subscribe to the Services, notably:

- the details of the Services offered;
- the duration of the Subscription of the Services;
- the prices, discounts and price increases applicable depending on the dates of order placement;
- the terms of payment;
- these General Conditions.

By clicking on "I accept the general conditions of provision of services from SAFI" to conclude the placement of your order on the Website, the Customer acknowledges having read and accepted the General Conditions herein.

SECTION 2: THE SERVICES

2.1 – Terms and conditions of subscription to the Services

Any company or legal entity that wishes to subscribe to the Services must complete the online form requesting information, which is accessible on the Website at the address <http://mom.maison-objet.com/en/post-your-products> which, if it is accepted by SAFI shall be followed by access to an online Subscription Application available on a secure page. Once the Subscription Application form has been duly completed and validated by the Customer, SAFI shall confirm the Customer's order by sending an email summarising the order and the payment details. Any Subscription Application that

does not contain all of the information requested shall be rejected.

Except if SAFI refuses the Customer's Subscription Application, the online validation by the Customer of its Subscription Application to the Services constitutes a firm and irrevocable subscription to the Services for the term cited in section 2.3, as well as a firm and irrevocable commitment to pay the full amount of the Services ordered and any ancillary costs for said term.

A Subscription Application to the Services can notably be rejected when it concerns a Customer:

- presenting products and/or services whose nature, use, or the way they are presented is likely to harm the prestige of the Website or alter its character;
- presenting unsafe or non-compliant products and/or services;
- whose solvency or commercial methods are questionable;
- whose image expressed in the media would have a negative impact on the fairs organised by SAFI.

Any claims concerning the rejection of a Subscription Application to the Services must be addressed to SAFI by registered mail with proof of receipt within a maximum period of ten (10) days following the notification of the disputed decision. It is expressly agreed that beyond this period, the decision to deny subscription may not be the subject of any kind of contestation undertaken in any form whatsoever.

The rejection of a Subscription Application by SAFI shall not give rise to any form of compensation; the amounts paid by the Customer shall be reimbursed to it, with the exception of any technical or administrative costs incurred by SAFI which shall not be reimbursed.

2.2 – Effective Date of Subscription to the Services

The Subscription to the Services enters into effect on the date of official notification by SAFI as laid down in section 2.1.

2.3 – Term of Subscription to the Services

The Subscription to the Services is entered into for a minimum contractual term of twelve (12) months. The Subscription to the Services is subsequently renewed by tacit agreement, for an indeterminate duration, unless the contract is terminated as per the conditions defined in section 5.2 herein.

2.4 – Liability of SAFI with respect to Customer Content

When the Services consist of the availability to the Customer of spaces on the Website that notably enable it to communicate about its products, the parties agree that SAFI assumes only the responsibility of a host provider for the content uploaded by the Customer or rendered accessible by the Customer, notably by way of hypertext links (the "Content").

In the even of a claim or complaint by a third party relating to the legality of any Content (notably for copyright infringement), SAFI reserves the right to remove said Content and immediately suspend the Customer's access to the Services and/or immediately terminate its Subscription, as of right and without legal formalities. In more general terms, SAFI reserves the right to remove, at its discretion, any Content brought to its attention that it deems illicit, likely to harm its reputation

or, more generally, to contradict the General Conditions herein.

SECTION 3: FINANCIAL CONDITIONS

3.1 – Prices and pricing modifications

The prices of the Services are determined by SAFI and may be revised at any time by SAFI, in the event of modification of provisions regarding tax and social contributions. In such case, SAFI will first advise the Customer of the new prices applicable.

3.2 – Annual Review of Prices

At the end of the minimum subscription period of twelve (12) months, the price of the Services could be updated and revised on the 1st of January of each calendar year, commencing from the 1st January 2018. The Customers will be informed three (3) months prior to the entry into force of the new price of the Services. The prices thus revised shall take effect on the 1st January of each calendar year. In the event of a disagreement on the part of the Customer regarding the modification of the prices of the Services, the Customer may terminate its Subscription to the Services prior to the entry in force of the new prices, but must comply with the notification period provided in section 5.2 herein.

3.3 – Terms and conditions of payment

The payment of the Services shall be made on the payment deadlines and according to the terms and conditions determined by SAFI and communicated to the Customer in the Subscription Application. The monthly invoices are sent to the Customer once payment has been received on the same date as the initial date of Subscription to the Services.

Unless otherwise stated, SAFI invoices are payable within thirty (30) days maximum, following the date of issue of the invoice.

Payment shall be made by automatic payment for Customers located in the European Union and by credit card for the others.

For payments made by bank transfer, each transfer order MUST contain the mention "Payment without fees for the beneficiary".

For non-European Customers: payment of the Subscription to the Services, monthly payment by bankcard.

For European Customers: payment by SEPA monthly automatic payments.

3.4 – Payment Default / Payment Incident

In the event of non-payment and/or a payment incident, SAFI reserves the right to suspend, interrupt or terminate the Subscription as per the conditions defined in section 5.

Furthermore, any late payment shall give rise to the application of late fees at the Eonia rate, increased by five (5) percent, which shall be owed as of right commencing from the day after the due date for payment of the invoice concerned. The Customer in a situation of late payment shall be liable, as of right, for a lump-sum penalty of forty (40) euros for recovery costs. In the event that the recovery costs incurred shall be more than 40 euros, SAFI may ask the debtor Customer for additional compensation, upon production of the relevant proof.

SECTION 4: CUSTOMER OBLIGATIONS

4.1. Customer Obligations

The Customer agrees to use the Services that (s) he has subscribed to in accordance with the use for which they were designed and for which they are marketed.

The Customer is responsible for the payment of all of the amounts billed for the Services and for the fulfilment of all of the obligations undertaken with respect to the Services.

The Customer shall refrain from any fraudulent, abusive or excessive use of the Services.

It is also prohibited that any person unauthorised by the law to present services or products subject to activities governed by law.

4.2 – Client Content

The Content (notably the texts and the illustrations, photographs and other visuals, brands and company names), are published under the sole responsibility of the Customer, who shall, where applicable, obtain all the requisite authorisations and pay any costs and/or fees pertaining thereto. The Content presented by the Customer on the Website must not violate public policy and must comply with the laws in force. In this regard, it is strictly prohibited for the Customer to present illicit products or services or derived from illicit activities, to publish false and/or misleading information.

4.3 – Guarantees

The Customer guarantees SAFI that the Content shall not infringe copyright under any circumstances and that it has obtained from the holders of the relevant intellectual property rights all of the rights and/or authorisations necessary for their publication on the Website, in emails, and in more general terms, for their use within the framework of the Services and for the purposes of the licence granted to SAFI as per the conditions provided in section 4.4. The Customer also guarantees SAFI that the Content does not contradict any statutory regulations in force, or professional codes of ethics, and that it does not contain any libellous or harmful message for third parties. The Customer hereby relieves SAFI of any civil and criminal liability it may incur owing to any Content uploaded to the Website, inserted in an email or used in any other way within the framework of the Services. It guarantees SAFI against any third-party claims concerning the use of Content published on the Website or within the framework of the Services. The Customer therefore agrees to provide SAFI's defence at its own expense in the event that proceedings shall be instituted against the latter, or a claim shall be made concerning the Content and to pay any amount that SAFI would be sentenced or required to pay to said third party within the framework of any proceedings or settlement agreement. SAFI shall have the right to apply section 5.2 in the event that the Customer will be sentenced for infringing the copyright of a third party.

4.4 – License granted to SAFI in the Content

The Customer authorises SAFI to reproduce and represent, free of charge and in any territory, all or part of the Content, on the Website as well as on any media designed for the promotion of the Services (brochure, promotional video, etc.) throughout the full duration of protection of the patrimonial author's rights in said Content.

SECTION 5: SUSPENSION OF THE SERVICES - TERMINATION

5.1 – Suspension of the Services

SAFI reserves the right to suspend the Customer's Services, following notification to the latter, by any means, without recourse for the Customer to any form of compensation or reimbursement, in the following cases:

- in the event of a failure to fulfil one of its Customer Obligations as these are notably defined in section 4;
- in the event of non payment of the amounts owing on the payment deadline, pursuant to the provisions of section 3.

SAFI reserves the right to immediately suspend the Customer's Services, in the event of violation of legal provisions, notably in the event of a violation of public order and proper morals, or in the event of a third-party claim relating to any Content pursuant to section 2.4, or in the event of actions that would disturb the smooth operation of the Website or internet network.

The suspension of the Services gives rise to the immediate requirement for the Customer to pay all of the amounts due.

The Services may be interrupted in the event of force majeure, as defined by the jurisprudence of the French Courts.

SAFI reserves the right to interrupt, momentarily suspend or modify without prior notification the access to all or part of the Services, in order to maintain them, or for any other technical reason, without the interruption conferring the right to any form of obligation or compensation.

5.2 – Termination

At the end of the minimum subscription period of twelve (12) months, the Services are automatically and tacitly renewable for an indeterminate period. It is however specified that either party may terminate the Services at any time, as of right and without legal formalities, via registered mail with return-receipt addressed to the other party (For SAFI – 8 rue Chaptal 75009 Paris), provided that it respects a notice period of sixty (60) days. The termination notice period commences from the day after reception of the letter terminating the Services. If the Customer terminates its Subscription, on any grounds, prior to the end of the minimum period of subscription of twelve (12) months, any fees for the remaining period prior to the expiration of this subscription period shall remain acquired by SAFI and become immediately payable.

The Services can be terminated by SAFI as of right and without legal formalities, after having advised the Customer by any means, but without any recourse for the latter to any kind of compensation or reimbursement, in the following cases:

- false declaration on the Customer's behalf concerning the information and content published on the Website and/or in the E-Mails, termination may become effective immediately after notifying the Customer;
- failure by the Customer to fulfil any one of its obligations as provided herein and notably in section 4, termination may become effective immediately after notifying the Customer;
- following any complaint or claim from a third party relating to any Content, as provided in section 2.4, termination may become effective immediately after notifying the Customer;
- non-payment by the Customer of the

amounts owed to SAFI, termination may become effective immediately after notifying the Subscriber;

Within the framework of the implementation of receivership or liquidation proceedings instituted against the Customer, the Services shall be terminated as of right, commencing on the date that the legal administrator rules, implicitly or explicitly, in favour of the discontinuation of the Services ordered by the Customer.

Termination gives rise to the immediate requirement for the Customer to pay all of the amounts due.

SECTION 6: SAFI'S LIABILITY

Any lateness in the upload of the Customer's Services, or any or suspension of the Services subscribed by the Customer, owing notably to technical flaws inherent to the operation of the Internet network, external to SAFI and independent of its control, cannot provide grounds for a refusal of payment, even partial, on the part of the Customer, nor provide recourse for the Customer for compensation of any kind.

In addition, SAFI shall not be held liable for accidental or deliberate damage caused to the Customer by any third parties owing to their connection to the Internet network.

Insofar as the Services are provided as they are and under the Customer's sole responsibility, by express agreement between the parties the Customer forfeits any right to appeal against SAFI or a third party, owing to losses, destruction, damages or harm resulting from the interruption or disturbance of the Services, caused directly or indirectly, consisting of or stemming from the failure of any computer, data treatment equipment, multimedia microcircuit, operating system, microprocessor (computer chip), integrated circuit or similar component, or of any software, whether it is the property of SAFI or not. SAFI accepts no liability in the event of a malfunction of the Services related to the use by the Customer or any other Internet user equipped with an obsolete version of a browser.

Under no circumstances shall SAFI or any other party intervening with respect to the Website be held liable for direct or indirect damage that could result from the access or use of the Services, including any deterioration or virus that may infect the Customer's computing equipment or any other property. SAFI agrees to make its best effort to ensure that the Services function smoothly and keep the information published on the Website up to date and shall accept no liability for any errors or omissions that may be identified.

Furthermore, SAFI shall not be held liable for any malfunction of the network or servers or any other event outside of reasonable control, which would prevent or disturb access to the Services.

SAFI's liability with respect to the Services is at all events limited to the annual price of the Services.

The price of the Services takes into account the limitations of liability and absences of guarantee above, without which the price would have been noticeably higher.

SECTION 7: PERSONAL INFORMATION

A- The personal data provided by the Customer to SAFI is necessary for the fulfillment, administration, management and execution of the Subscription application. The individual

identified in the Subscription application and later communications may be contacted by SAFI and its partners for the purposes of facilitating Services offered and the experience of both the Client and SAFI, which may also include arranging introductions to or appointments with Site visitors, and appropriate marketing of Subscription related services and products, subject to the privacy policy which is displayed on the MOM website.

In accordance with the European General Data Protection Regulation (GDPR) (EU) 2016/679, you enjoy a right of access, opposition, erasure, and rectification of your personal data, which you may exercise by contacting SAFI: exercervosdroits@safisalons.fr.

B- Regarding the personal data that the Subscription may have access to and process as part of its subscription to the Services or access to the Site, the Customer agrees to comply with all applicable obligations as a "data controller" under the "Data Protection Laws" without this involving any transfer of rights, such as copyrights on the SAFI databases.

C- "Data Protection Laws" means any laws, rules, regulations, directive, decrees, orders or other legal requirements relating to the protection or processing of Personal Information, including General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), and any implementing, derivative or related legislation, rule or regulation of the European Economic Area, Switzerland or the United Kingdom, as may be applicable.

D- The Customer shall implement and maintain appropriate technical and organizational security measures against the unauthorized or unlawful processing of personal data and against accidental loss, or destruction of or damage to personal data to meet the requirements of the GDPR (including all measures required pursuant to Article 32 of the GDPR) as applicable, ensure the protection of the rights of the data subjects, and provide a standard of protection that is at least as comparable to the protection required under the *Data Protection Laws*.

SECTION 8: OWNERSHIP

SAFI remains the sole owner of all of the documents and data that it has communicated to the Customer within the framework of the Services.

The Customer will not acquire any right of ownership or use of the brands and other distinctive symbols of SAFI, which remain its exclusive property.

Similarly, the editorial content (texts, articles, photo, videos, etc.) provided and/or published by SAFI within the framework of the Services remains the exclusive property of SAFI.

Any use of this content, images, or information on any medium of any kind, without prior written approval from SAFI, may give rise to legal action and shall constitute a breach of the General Conditions herein.

SECTION 9: MODIFICATION OF THE GENERAL CONDITIONS - INDIVISIBILITY

SAFI reserves the right to rule on any of the cases not provided herein and to add new provisions

whenever it deems necessary.

The present General Conditions may therefore be modified and/or completed by SAFI at any time and without prior notification. In such case, the new version of the General Conditions will be communicated to the Customer prior to their upload by SAFI. The new version of the General Conditions communicated beforehand to the Customers shall automatically apply for all Customers.

The invalidity, on any grounds whatsoever, of all or part of one of the provisions of the present General Conditions shall not affect its other provisions in any way. In such case, the parties agree to negotiate the introduction of a provision that shall have an equivalent effect insofar as possible.

SECTION 10: DISPUTES - LIMITATION

In the event of a disagreement or dispute relating to the Services, for whatever cause, the Customer agrees to submit its complaint to SAFI, before instigating any legal proceedings, via registered mail with return-receipt. Any action introduced prior to the end of a fifteen-day (15) period following the reception of said letter shall be inadmissible.

Pursuant to section 2254 of the French Civil Code, the parties agree to set one year (1 year) as the maximum period of assignment of contractual rights and duties concerning the liability that SAFI may incur either through its own actions, including that of its representatives, or owing to a third party, irrespective of the cause. This maximum period shall commence as at the expiration of the fifteen-day (15) maximum period provided in the previous paragraph.

SECTION 11: APPLICABLE LAW - ATTRIBUTION OF JURISDICTION

FRENCH LAW SHALL EXCLUSIVELY GOVERN ALL LEGAL RELATIONSHIPS BETWEEN THE CUSTOMER AND SAFI. IN THE EVENT OF DISPUTES RELATING TO THE INTERPRETATION OR FULFILMENT OF THIS AGREEMENT, THE TRIBUNAL DE COMMERCE DE NANTERRE [NANTERRE COMMERCIAL COURT] SHALL HAVE SOLE JURISDICTION.

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SAFI. MAISON&OBJET.

8 rue Chaptal, CS 50028
75442 Paris cedex 09, FRANCE
Tel: +33 (0)1 44 29 02 00 - info@safisalons.fr

Siret #: 388 424 129 00038
VAT #: FR 50388424129