

## ARTICLE 1: DEFINITIONS

**Customer:** Means the beneficiary of services and signatory of the Quotation;

**Quotation:** Means the terms and conditions agreed commercially and operationally between ELISA and the Customer specifying in particular the identity of the Customer, services chosen and the price;

**ELISA :** Operator of the Stadium, a simplified joint stock company with a capital of 4,840,000 Euros, whose registered office is in Villeneuve d'Ascq (59650), 261 Boulevard de Tournai, identified in the Lille Trade and Companies Register under number 508 378 130.

**Event:** Refers to the Client's event held at the Stadium;

**Stadium:** Refers to the Decathlon Arena - Stade Pierre-Mauroy enclosure, including reception areas for Corporate Events;

**Party (ies):** Refers to either ELISA or (and) the Customer;

**Services:** Refers to the Services entrusted by the Customer to ELISA, as specified in the Quotation.

**Price:** Refers to the sum of money paid by the Customer in exchange for the Services referred to in the Quotation.

## ARTICLE 2: OBJECT OF THE GT&CS

The General Terms and Conditions of Sale (GTC) for "Corporate Events", drawn up by ELISA, are intended to define the conditions and duration under which ELISA markets Services for hosting meetings, conventions and seminars, with the possibility of associated catering, within the Stadium for the benefit of the Customer after payment of the Price by the Customer.

In case of contradiction between the provisions contained in the Quotation signed by the Customer and those contained in the GTC, it is agreed that the provisions of the Quotation shall prevail.

The provisions of the GTC shall prevail over those of any General Conditions of Purchase (GCP) officially communicated by the Customer, and in particular when there are contradictory provisions between these media.

The GTC and the Quotation form an indissociable contractual set.

## ARTICLE 3 : BOOKING PROCEDURE

The period of validity of a Quotation is 15 working days, unless ELISA expressly states the contrary.

The provision of the Stadium spaces is included in a "multi-option" offer. The Customer who first signs the Quotation and pays the deposit referred to in the Quotation is guaranteed the reservation of the spaces, in compliance with these GTC.

The Customer must confirm his reservation before the validity date indicated in the Quotation and return to ELISA a copy of the Quotation duly dated and signed by the Customer. The electronic signature of the Quotation is also valid subject to compliance with the provisions of Article 1367 of the French Civil Code. The Quotation must be accompanied by the payment of the deposit, which constitutes an essential and determining condition of the reservation. The payment of the Price is payable exclusively in Euros.

ELISA shall have the right to consider as null and void any Quotation returned after the validity period or in the event of non-payment of all or part of the deposit mentioned in the Quotation.

## ARTICLE 4: COMMITMENT AND LEGAL CAPACITY

The Customer who signs the Quotation, accepts without reserve the application of the present GTC.

The signature of the Quotation also implies the acceptance by the Customer of the Rules and Regulations of the STADE available at the following address: [www.stade-pierre-mauroy.com/reglement-interieur](http://www.stade-pierre-mauroy.com/reglement-interieur). The Customer certifies that he has the legal capacity to make the reservation. The Customer's signatory declares and guarantees that he has full authority to bind his company to the terms and conditions of this agreement.

The acceptance of the Quotation and the GTC by the Customer implies a firm and definitive commitment.

The Customer undertakes to scrupulously respect the legal and regulatory requirements applicable to the Stadium. In the event of subcontracting by the Customer in connection with its Event, the Customer undertakes to ensure compliance with the GTC and, more generally, with all applicable legal and regulatory requirements.

## ARTICLE 5 : FINANCIAL CONDITIONS

The Price is indicated on the Quotation and on the invoice sent to the Customer, unless otherwise provided for herein.

Unless otherwise stated in the Quotation, prices are expressed in Euros. The French VAT rate applied shall be the standard rate in effect on the date of the invoice.

The prices in the Quotation are given for the period of validity of the Quotation. After this period, ELISA reserves the right to modify the Price.

The payment deadlines are fixed by ELISA and indicated in the Quotation. In the absence of this, the Customer undertakes to pay, as a minimum, a first deposit of 50% of the total amount including french VAT of the Services on the date of signing the Quotation.

All payments will be made by bank transfer or by cheque to the address provided by ELISA.

Failure to pay by the due date specified in the Quotation or invoice shall subject the Customer to penalties, applied to the amount of the Price inclusive of tax specified in the Quotation, in the amount of three times the prevailing legal rate. The Customer shall be subject to an injunction to pay, starting the day after the due date provided for in the Quotation. An amount of 40 € per debt will be due as of the day following the due date for collection costs provided for in the Quotation, in accordance with Article D.441-5 of the Commercial french Code.

## ARTICLE 6 : TRANSFER AND BANK STATEMENT

All payments made by bank transfer should be sent to the following IBAN address FR76 3005 6000 2400 2400 6349 787.

Before making any money transfer, the Customer may contact ELISA directly by telephone on 03 20 59 40 00 to confirm the accuracy of the company's bank details and the reality of the transfer request.

ELISA declines all responsibility in the event of piracy or falsification of the bank details sent to the Customer.

## ARTICLE 7 : TERMS AND CONDITIONS OF SERVICES

**7.1 Room availability :** The spaces and the duration of the availability are indicated in the Quotation.

In the event of a reduction or increase in the number of participants at the request of the Customer, ELISA may offer a space other than that provided for in the Quotation.

Furthermore, if the number of participants changes less than 8 days before the Event, the modification of the availability of the spaces is not guaranteed.

In the event of urgent repairs, a case of force majeure or a technical problem beyond ELISA's control and affecting the running of the Event provided for in the Quotation, ELISA is entitled to make available reception areas different from those provided for, but with similar characteristics to those initially specified in the Quotation.

**7.2 : Exceeding the time limit :** If the times mentioned in the Quotation are exceeded, unless this is due to ELISA's fault, the Customer will be invoiced for the extra costs incurred by ELISA.

**7.3 : Conditions of occupancy :** In general, the Customer undertakes to occupy the spaces made available to it in a reasonable manner and in accordance with the applicable rules of art.

The spaces made available to the Customer are accessible only to persons registered for the Event and during the hours specified in the Quotation.

The Customer will appoint a person to be in charge of the Event who will be able to access the spaces made available before and after the times agreed with ELISA. This access must take place within a reasonable period of time and will be with ELISA personnel, unless otherwise agreed by the latter.

The Client guarantees ELISA against all consequences of its occupation of the Stadium during the Event.

**7.4 : Catering services :** The Customer must confirm the catering formula desired at least fifteen (15) days before the date of the Event. Beyond this date, ELISA reserves the right to impose the choice of Catering Service known on the date of the deadline referred to above, according to the tariff category agreed with the Customer. The Customer must confirm the exact number of participants at least eight days before the date of the Event. Catering that is not consumed cannot give rise to any reimbursement, return of goods and/or reduction of the Price.

It is forbidden for the Customer to bring in food and drink from outside the premises, unless prior and express authorisation is given by ELISA.

ELISA declines all responsibility for the consumption of food and drink from outside, even if it is served by ELISA or its subcontractors.

**7.5 : Participants :** The Customer shall send the list of participants no later than eight days before the date of the Event.

The Client may modify this list at the latest the day before the Event subject to article 7.4. ELISA will take this modification into account as far as possible and cannot be held responsible for any consequences relating to the correct running of the Event.

**7.6 : Other Services :** In addition to the provision of spaces, ELISA provides the Customer with certain Services, as specified in the Quotation. All requests must be made at least eight (8) days before the Event. ELISA will set up the Services subject to availability or feasibility. This Service is evaluated according to the requests made by the Customer.

**7.7 : Changes :** Any request to modify the Services provided for in the Quotation must be sent in writing to ELISA.

In the event of a request to modify a Service (excluding catering), ELISA will do everything in its power to make the modifications requested by the Customer, subject to acceptance of the modification request by the subcontractor.

This request for modification may be the subject of an additional Service for the Client which, unless otherwise stated by ELISA, will be paid for no later than 30 days after the end of the Event.

In the absence of an express response from ELISA no later than eight (8) days before the date of the Event, the Service will be considered to continue under the terms and conditions initially set out in the Quotation, without prejudice to the Customer. In all cases, confirmation of the modification will be sent in writing by ELISA to the Client

**7.8 : Finalization of the book of specifications :** The Services provided in the Quotation are based on the Customer's specifications. Additional Services may be agreed upon by the Parties by the conclusion of a supplemental Quotation or an update of the Quotation.

#### **ARTICLE 8 : MATERIAL DELIVERY**

All deliveries from the Customer's suppliers and/or service providers must be made via the Stadium's Internal Service Road (VDI). The Customer undertakes to give ELISA the delivery form and the Security Protocol issued by ELISA two (2) days before the agreed delivery date. ELISA cannot provide security and cannot be held responsible for theft and/or damage to deliveries. As a matter of principle, only deliveries directly collected by the Customer are accepted by ELISA.

If delivery and storage are entrusted to security agents, this service cannot be considered as a transfer of custody of the equipment, materials or installations.

#### **ARTICLE 9 : FAIRS AND TRADE SHOWS**

The Customer, as organiser of a trade show within the meaning of article L.762-2 of the French Commercial Code, undertakes to complete the legal formalities with the competent authorities. The Customer is required to provide ELISA with a copy of the receipt for the declaration of the Event at least fifteen (15) days before the start date of the Event. Failure to provide this document within the above mentioned time limit may result in the application of the cancellation conditions referred to in article 12.1 paragraph 1.

#### **ARTICLE 10 : UNPACKING SALE**

The Customer who wishes to sell goods to the public undertakes to comply with the french legislation in force. The Customer must provide ELISA with a copy of the prior declaration of an unpacking sale and, at least fifteen (15) days before the start of the Event, a copy of the notice of receipt or the receipt for the prior declaration from the town hall. Failure to provide these documents within the aforementioned time limit is likely to result in the application of the cancellation conditions referred to in article 12.1 paragraph 1.

#### **ARTICLE 11 : INTERNET**

If a wired or wireless internet access service is set up by ELISA on behalf of the Customer (as mentioned in the Quotation), the use of the internet access is strictly professional.

ELISA shall in no way be held responsible for any illegal and/or faulty use of this Internet access used by the Customer. The Customer undertakes to take all necessary steps to enforce these obligations, both on its own behalf and on behalf of its own customers/guests.

ELISA cannot guarantee the quality of the Internet network at all times, which may be more or less efficient depending on the number of simultaneous connections.

#### **ARTICLE 12 : CANCELLATION**

**12.1 : Customer cancellation :** In the case of cancellation of the Event by the Client (or its clients, service providers, employees, etc.), except in cases of force majeure, the latter will owe ELISA an amount corresponding to 50% of the amount specified in the Quotation in the case of cancellation more than 30 days before the date of the Event. 80% of the total amount of the Quotation in case of cancellation between 30 and 8 days before the date of the Event. 100% of the amount of the Quote in case of cancellation less than 8 days before the date of the Event.

**12.2 Cancellation of ELISA :** In the case of cancellation of the Event by ELISA, except in cases of force majeure, the latter undertakes to refund the deposit paid by the Client for the Quotation. In addition, ELISA will reimburse, on production of supporting documents, only the direct and irrecoverable costs incurred by the Client on the day of cancellation, said costs being limited to 10% of the Quotation price.

#### **ARTICLE 13 : REPORT**

In view of the firm and definitive nature of the Quotation, any request for postponement of the Event at the Customer's initiative remains subject to prior agreement by ELISA. In the event of agreement, the Customer will remain liable for all non-recoverable costs incurred by ELISA on the date the Customer postpones the Event.

The Customer is informed that if the Parties fail to agree on a new date compatible with ELISA's schedule, this situation will be treated as a case of total cancellation of the Event as provided for in article 12.1.

In view of the priority applicable to the Stadium major Events (Concerts, Sports Meetings including those of the Resident Club etc.), ELISA has the right to request a postponement of the Customer's Event, free of charge, up to 2 months before the date of the Event. If it is objectively impossible to move the Event to a date compatible with ELISA's and the Client's activities, the latter may cancel the Event free of charge and obtain a refund of any advance payments made.

#### **ARTICLE 14 : FORCE MAJEURE**

In the event of force majeure, as defined in Article 1218 of the Civil french Code, the Parties shall not be held liable for any failure to comply with their commitments. The consequences of force majeure on the Event shall be the subject of a meeting point between the Parties in order to agree, if necessary, on the modifications to be reasonably made to the Quotation.

#### **ARTICLE 15 : IMPREVISION**

In the case where ELISA suffers an unforeseeable change in circumstances, particularly in the case of legislative or regulatory changes, after the Quotation has been signed by the Customer, resulting in an additional cost for ELISA of more than 5% of the Price, ELISA may apply article 1195 of the Civil french Code in order to renegotiate the amount of the Quotation with the Customer.

#### **ARTICLE 16 : PANDEMIC RISK**

The Decathlon Arena - Stade Pierre Mauroy is a signatory of the "Destination Clean & Safe" Charter developed by the Pasteur Institute of Lille and the Hello Lille Attractiveness Agency. The date of the Event is guaranteed on the date of the Quotation, subject to changes in the national health situation and decisions, legislation and regulations related to the health situation, and also with regard to the sports calendars issued by the LFP, FIFA and the official musical calendar of the Decathlon Arena - Stade Pierre Mauroy. In the case of a change in the above-mentioned factors making it objectively impossible to hold the Event, the Customer has the option of postponing the Event to a later date at no cost, provided that the date requested for the postponement is not incompatible with the cases mentioned above and that the request for postponement is made in writing no later than 20 calendar days before the start date of the Event. Unless otherwise specified in the Quote, the Prices quoted do not include the costs of protection and sanitary control for the Client and its participants.

#### ARTICLE 17 : STATE OF PLAY

The areas of the Stadium made available to the Customer are deemed to be clean and in good condition on arrival.

Depending on the nature of the Event, a joint inventory of fixtures will be carried out by the Parties, or at ELISA's request, the inventory of fixtures will be carried out with the assistance of a Court Commissioner at equal cost to the Parties.

The Customer undertakes to return the Stadium areas to their original state. Any damage noted in the spaces made available to the Customer will be repaired at the exclusive expense of the Customer upon presentation of an invoice. The Customer has a period of fifteen (15) days from receipt to pay the invoice. The payment is made in euros

##### 17.1 : Contradictory state of play

In the presence of ELISA and the Customer, the Parties will sign an inventory of fixtures on arrival and departure.

In the event of absence or failure to respond to the invitation sent by ELISA within a reasonable period of time, the inventory of fixtures drawn up by ELISA will be deemed to have been drawn up in a contradictory manner and will be enforceable against the Customer by right.

##### 17.2 : State of play by a bailiff

The state of play carried out by the bailiff will be authentic between the Parties. With regard to the intervention of a bailiff, the presence of the Parties does not condition the validity of the inventory of fixtures.

#### ARTICLE 18 : INTELLECTUAL PROPERTY RIGHTS

The Customer, in his capacity as organiser of his Event, will be responsible for the declarations and payments linked to the broadcasting of audio-video content subject to the rules of intellectual property (SACEM, SPRE, SACD etc.).

In the event that the Customer wishes to capture the image of the Stadium by any means during its Event, it must make a prior request to ELISA which will specify the terms of the authorisation granted.

In the absence of a request or agreement, ELISA reserves the right to forbid access to any person in charge of capturing the image of the Stadium.

As a reminder, the Stadium is covered by copyright. At least, any use of the image of the Stadium must mention the following credits: ELISA / VALODE & PISTRE ARCHITECTS / PIERRE FERRET ARCHITECTURE. Any use of the image of the Stadium for commercial purposes is strictly forbidden, under penalty of legal proceedings and payment of damages.

#### ARTICLE 19 : PERSONAL DATA

Each Party undertakes, as far as it is concerned and within the context of the organization of the Event, to comply with the applicable legislation and regulations relating to data protection, and in particular, the amended law 78-17 of January 6, 1978, as well as the general regulation of personal data protection (GDPR). It is specified that between the Parties, the applicable rules are those provided for between two so-called "professional" entities.

The Customer is hereby informed that ELISA collects and processes the data contained in the Quotation and in the various exchanges between the Parties, for purposes related to the proper execution of the contract and/or ELISA's legitimate interests. The storage of this personal data is limited according to the above-mentioned purposes. The data collected is not intended to be transferred to third parties, except to service providers, subcontractors or any entity of the EIFFAGE group (of which ELISA is a member) that has a particular use for it.

The Customer remains responsible for the processing it carries out for its Event concerning the data of its employees, visitors, subcontractors or partners and guarantees ELISA against any recourse in this respect. Each Party undertakes to take all appropriate technical and organizational measures to protect the data against destruction, loss, misuse and unauthorized access, dissemination, alteration and destruction; the nature and level of these security measures shall take into account the more or less sensitive nature of the data. The Parties undertake to use the data fairly and solely for the purposes of the Event. In accordance with the GDPR, the Customer may, at any time, exercise his rights concerning his personal data, namely a right of access, rectification, deletion or opposition in their use. In order to exercise the aforementioned rights, the Customer may contact ELISA by e-mail at the following address: "service.juridique@stade-pm.com". The

Customer may also use this contact address for any request concerning his personal data. If the Customer considers that his rights are not respected, he may submit a direct request to the CNIL on the website: "www.cnil.fr".

#### ARTICLE 20 : SECURITY AND BUILDING OPEN TO THE PUBLIC

**20.1 Safety of the Event :** It is reminded that the Customer is legally responsible for the security and guarding of its Event. Under the terms of the Quotation, the Customer trusts ELISA to carry out certain security services on the basis of the information provided by the Customer.

**20.2 Building Open to the Public :** The Customer is informed that the Stadium is a building open to the public of different classifications, depending in particular on the nature of the Event. The fire safety missions will be carried out by ELISA under its responsibility in accordance with the applicable legislation and regulations. The costs related to the fire safety system are included in the Quotation.

In view of the nature of the Event (risks, facilities provided, specific configuration etc.), the Customer may be required to comply with certain additional requirements and in particular those of the Operating Specifications. It is also specified that, depending on the final characteristics of the Event, a favorable opinion from the competent fire safety commission may be required. The said opinion may also lead to the application of compensatory measures (additional fire safety officer) which must be paid for by the Customer.

For the organization of the Event, falling under the activity known as "type T" in the sense of the regulations "Building open to the public", the Client is obliged to appoint a Safety Officer who will carry out certain specific missions.

**20.3 Safety at work :** The Customer is obliged to take, or to have taken, all measures to ensure the safety, hygiene, health and security of workers during the Event. Before starting any activity, the Customer is required to ensure that it complies with the work risk prevention measures put in place by ELISA and, where applicable, the drawing up of a prevention plan.

#### ARTICLE 21 : INSURANCE

The Customer undertakes to be insured by a solvent company to cover all the consequences of its civil liability.

Its insurance will cover, in particular, damage and risks related to the exercise of its profession, the content of its Event and any losses that may be caused to ELISA and the Stadium.

ELISA invites the Customer to take out additional insurance in the event of the presence of large items of equipment and/or valuable goods insofar as the establishment cannot be held liable in the event of damage to or theft of said goods.

ELISA certifies that it has all the necessary civil liability insurance policies covering the risks associated with the building and its activity, without the benefit of these policies being such as to release the Customer from any liability.

#### ARTICLE 22 : RESPONSIBILITY

**22.1 General principle :** Within the context of the Event, each Party is liable to the other and to third parties in general in the event of damage or prejudice caused by its own actions, but also by its equipment, materials and personnel, its employees and service providers to whom it has recourse within the context of the Event. It is reminded that the Client is responsible for the actions of its public, clients and guests.

**22.2 Limits of responsibility :** ELISA cannot be held responsible for any rental risk, including theft, resulting from the occupation of spaces made available to the Customer for its Event. In the event that ELISA installs equipment belonging to the Customer, it cannot be held responsible in the event of total or partial loss or deterioration of said equipment. Under no circumstances will ELISA be liable for indirect damage (transport costs, operating loss, commercial loss, loss of image, loss of data, etc.) that may result from the performance of its obligations under the present contract. In any event, ELISA's liability is limited to the total amount (including tax) of the Services mentioned in the Quotation, excluding personal injury, which is limited to the limit of the insurance policy taken out by ELISA. The Customer and its insurers acknowledge the said limitation and waive any recourse against ELISA, its staff, subcontractors and insurers in this situation.

#### **ARTICLE 23 : CONVENTIONAL TERMINATION**

The Party which notes a failure to comply with any obligation of these GTC or of the Quotation, shall send a registered letter with postal acknowledgement of receipt to the defaulting Party in order to notify the failure in question.

If the defaulting Party is unable to remedy the default in question within eight (8) days from the date of sending the registered letter with postal acknowledgement of receipt, the aggrieved Party shall be entitled to request the termination of the Services envisaged by sending a second registered letter with postal acknowledgement of receipt, which shall be effective without further formality, without prejudice to any damages and interest.

In the event of the Customer failing to fulfil any of its obligations, the latter accepts that all sums of money still owed to ELISA will become immediately payable.

#### **ARTICLE 24 : ASSIGNMENT AND TRANSFER**

The Customer may not assign or transfer, on any grounds whatever, all or part of its rights and obligations resulting from the Quotation and/or these GTC, under penalty of liability claims.

#### **ARTICLE 25 : GOOD FAITH & NON-DENIGREMENT**

In accordance with Article 1104 of the Civil French Code, the various obligations provided for between the Parties shall be performed by the latter in good faith, each Party shall in all circumstances act in such a way as not to harm the interests of the other Party and not to denigrate or harm its reputation both directly and vis-à-vis third parties.

#### **ARTICLE 26 : MODIFICATION AND INVALIDITY OF THE GENERAL CONDITIONS OF SALE**

The GTC may be modified at any time if circumstances require ELISA to do so. In the event of modification, ELISA undertakes to send the new GTC to the Customer before the start of the planned Event. The new GTC will then apply to relations between the Customer and ELISA. If the new GCS entail additional costs for the Customer, the latter will contact ELISA to analyse the possibilities of reasonably modifying the Quotation.

In the event of legal or regulatory nullity of one or more articles of these GCS, the other stipulations will remain applicable and will have full effect.

#### **ARTICLE 27 : FIGHT AGAINST MONEY LAUNDERING AND TERRORIST FINANCING**

Each Party represents and warrants that it will carry out the performance of its various obligations by respecting and applying the fundamental principles of ethics and any applicable anti-corruption regulations, including but not limited to Law 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life.

Each Party undertakes to collaborate unreservedly with the other in order to prevent and detect any fact likely to constitute an act of corruption, accepting if necessary any dedicated audit measure. If necessary, any person involved in the present Trade Agreement who is confronted with such a situation may use the alert system set up by ELISA: [service.juridique@stade-pm.com](mailto:service.juridique@stade-pm.com); the information collected is treated with the strictest confidentiality.

#### **ARTICLE 28 : INDEPENDENCE OF THE PARTIES**

Nothing in the Quotation, the GTC, or more generally the various exchanges between the Parties, constitutes or shall be deemed to constitute an association, or a de jure or de facto partnership between the Parties.

At no time and in no manner and for no reason whatsoever shall either Party be deemed to be the agent or representative of the other and neither Party shall have the authority and power to bind the other Party or to contract on its behalf or to create any liability on its behalf in any manner whatsoever and for any purpose whatsoever. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **ARTICLE 29 : SOCIAL CLAUSE**

Each Party is solely responsible for the management and remuneration of its personnel with regard to tax, social and labour law obligations, and in particular those relating to working hours.

On first request, ELISA will provide the Customer with the documents requested in accordance with the provisions of articles L.8221-1 et seq. and D.8222-4 of the French Labour Code. In addition, the Parties certify and attest on their honour that the Event will only be organized and carried out with employees who are regularly employed in accordance with the regulations in force.

The Parties each undertake to ensure that any subcontractors and service providers comply with all these provisions.

#### **ARTICLE 31 : APPLICABLE LAW AND DISPUTES**

These GTC are governed exclusively by French Law, regardless of the status of the Customer and the Event organized.

All disputes and claims can only be taken into account if they are made in writing and addressed to ELISA, specifying the reason and the amount of the dispute within a maximum period of thirty (30) days after the end of the Event. Any action after this period will be deemed to be unenforceable against ELISA, regardless of the nature of the dispute. In the event of a dispute and in the absence of an amicable agreement between the Parties, the competent courts will be those of the location of ELISA's registered office.

#### **ARTICLE 32 : LEGAL VALUE**

This English version of GT&C FOR BUSINESS EVENTS is given for information only. The only French version is legally binding between the parties.