



AGREEMENT

UBIFRANCE AND ECONOMIC DEPARTMENTS CONDITIONS OF SALE

June 24, 2009



TABLE OF CONTENTS

<u>1.</u>	<u>PREAMBLE</u>	<u>5</u>
<u>2.</u>	<u>DEFINITIONS</u>	<u>5</u>
<u>3.</u>	<u>PURPOSE</u>	<u>6</u>
<u>4.</u>	<u>SCOPE</u>	<u>6</u>
<u>5.</u>	<u>CONTRACTUAL DOCUMENTS</u>	<u>7</u>
<u>6.</u>	<u>TERM/EFFECTIVE DATE</u>	<u>7</u>
<u>7.</u>	<u>TIMETABLE</u>	<u>8</u>
<u>8.</u>	<u>PRIOR INFORMATION</u>	<u>8</u>
<u>9.</u>	<u>ORDER</u>	<u>8</u>
<u>10.</u>	<u>PRODUCT DELIVERY</u>	<u>9</u>
<u>11.</u>	<u>PERFORMANCE OF THE SERVICES</u>	<u>9</u>
<u>12.</u>	<u>QUALITY IMPROVEMENT</u>	<u>10</u>
<u>13.</u>	<u>PRICE</u>	<u>10</u>
<u>14.</u>	<u>PAYMENT AND INVOCING</u>	<u>11</u>
<u>15.</u>	<u>PENALTIES</u>	<u>11</u>
<u>16.</u>	<u>RETENTION OF TITLE</u>	<u>11</u>
<u>17.</u>	<u>AUDIT</u>	<u>12</u>
<u>18.</u>	<u>WARRANTIES</u>	<u>12</u>
<u>19.</u>	<u>INTELLECTUAL PROPERTY</u>	<u>13</u>
<u>20.</u>	<u>CONFIDENTIALITY</u>	<u>13</u>
<u>21.</u>	<u>EQUIPMENTS</u>	<u>14</u>
<u>22.</u>	<u>SECURITY</u>	<u>14</u>





23.	NON-COMPETITION AND TRANSPARENCY	14
24.	BUSINESS REFERENCE	14
25.	DATA PROTECTION AND PRIVACY	15
26.	PERSONAL DATA	15
27.	LIABILITY	15
28.	EDITORIAL PRODUCTS	16
29.	SUBSCRIPTION	16
30.	DATABASE	17
31.	LEGAL, REGULATORY AND TAX HOTLINE	17
32.	EVENTS	18
32.1	GENERAL PROVISIONS	18
32.2	SPECIAL PROVISIONS	19
32.2.1	Trade shows	19
32.2.2	Other events	20
33.	MONITORING SERVICES	20
34.	HOSTING OF PAGES OR WEBSITES	21
35.	DIRECT MARKETING	22
36.	RESCISSION –TERMINATION	22
37.	WITHDRAWAL	22
38.	ONLINE SALE	23
39.	FORCE MAJEURE	25
40.	GOOD FAITH	25
41.	LEGAL AUTHORIZATIONS	25
42.	NON-WAIVER	25
43.	INDEPENDENCE	25
44.	ASSIGNMENT	26
45.	HEADINGS	26





<u>46.</u>	<u>SEVERABILITY</u>	<u>26</u>
<u>47.</u>	<u>LANGUAGE</u>	<u>26</u>
<u>48.</u>	<u>RULES ON EVIDENCE</u>	<u>26</u>
<u>49.</u>	<u>DOMICILIATION</u>	<u>26</u>
<u>50.</u>	<u>GOVERNING LAW</u>	<u>26</u>
<u>51.</u>	<u>JURISDICTION CLAUSE</u>	<u>27</u>





1. PREAMBLE

1. The French Agency for international business development (Agence française pour le développement international des entreprises) is a public industrial and commercial establishment, hereafter referred to as “Ubifrance”, whose mission is to help French companies to develop on foreign markets. Its activities are listed in Article 1 of Decree No. 2004-103 of January 30, 2004, as amended.

2. Ubifrance and its economic departments offer their clients a wide range of products and services commercialized in various forms, such as online sales.

3. Such products and services are designed mainly, but not exclusively, for professional clients.

4. The client hereby represents that he has obtained all information required to use Ubifrance’s products and services.

2. DEFINITIONS

5. For purposes of these general terms and conditions of sale, the following terms shall have the meaning set forth below:

- “subscription”: subscription of the client to a service proposed by Ubifrance, which is performed successively, such as the hotline, the access to the PROAO database (international projects and call for bids), the LVI, the LME, subscriptions to external editorial sources of the type MOCI, France Japon Eco...);

- “database”: set of organized information and data designed and realized by Ubifrance in order to be used by the client ;

- “passed for press”: validation by the client of the last impression of the document realized by Ubifrance, before complete proof ;

- “purchase order”: document that, if required due to the nature of the products or services or modalities of the order, summarizes the characteristics of the product or service ordered ;

- “client”: any individual or legal entity, consumer or professional, buying products and services from Ubifrance;

- “order”: act by which the client orders products and services from Ubifrance;

- “consumer”: individual not acting as a professional trader;

- “related contractual document”: document, such as purchase orders, registration forms, subscription forms, order letters... which, if required due to the nature of the products or services or modalities of the order completes, but does not prevail over, these general terms and conditions of sale;





- “events”: all events organized by Ubifrance or in which Ubifrance is involved, such as trade shows (exhibitions, pavilions,...etc.) and other events of any nature (seminars, symposiums, forums, workshops, meetings,...etc.);
- “services”: all Ubifrance services, such as studies, consulting, direct marketing, organization of events, provision of databases...;
- “products”: all products commercialized by Ubifrance, such as editorial products (books, CD-ROMs, DVDs), directories, download documents...;
- “professional”: any person acting in the course of his business activities;
- “website”: interactive electronic service exploited by Ubifrance on the Internet network and accessible at the address “www.ubifrance.fr”;
- “Ubifrance”: Agence française pour le développement international des entreprises and its economic departments, as well as the local entities related to Ubifrance which may be created abroad.

3. PURPOSE

6. This document constitutes the general terms and conditions of sale applicable, barring exception duly reminded by Ubifrance, to all of the business products or services of Ubifrance, and no other documents, such as clients’ general terms of purchase, business offers, brochures, catalogues... shall apply.

4. SCOPE

7. These general terms and conditions of sale do not apply to:

- the relations linked to VIE (International Corporate Volunteer) services;
- customized monitoring services;
- the sales of advertising spaces and the provision of dedicated spaces on the “firmafrance.fr” website;
- professional travels and stays.

8. The order of any products and services from Ubifrance implies the unreserved agreement by the client to these general terms and conditions of sale.

9. For each order, the client shall be deemed to have read and accepted these general terms and conditions of sale and, where applicable, any related contractual documents.

10. The client acknowledges that he is perfectly aware of the fact that the acceptance of these general terms and conditions of sale does not require his handwritten signature or a formal agreement and that such acceptance takes place when the order is placed which, depending on the circumstances, shall be materialized in:

- a purchase in a store or on site (e.g.: when participating in an event);
- the confirmation by a click of an order placed online by the client;
- other (subscription form, signature of a purchase order, registration form, etc...).





5. CONTRACTUAL DOCUMENTS

11. The contractual documents are, in decreasing order of priority:

- these general terms and conditions of sale;
- the related contractual documents if required due to the nature of the products or services or the modalities of the order.

12. The related contractual documents shall be deemed to include no legal provisions, but only information related to the order (price, quantity, denomination of the products or services, indicative delivery date...).

13. Notwithstanding the foregoing, in case of discrepancy between documents of different nature or rank, the parties expressly agree that the provisions contained in the document with the higher rank in the order of priority shall prevail with regard to the conflicting obligations.

6. TERM/EFFECTIVE DATE

14. These general terms and conditions of sale apply from the date of the order and throughout the performance of the order.

15. As a rule, the applicable general terms and conditions of sale are the version of the terms and conditions of sale posted online on Ubifrance website and in force at the time the order is placed.

16. That version shall prevail over any other subsequently modified versions, except that the modifications taking into account statutory and regulatory changes shall apply immediately to any ongoing order.

17. However, notwithstanding the foregoing, for the services involving a successive performance, Ubifrance reserves the right to modify from time to time the general terms and conditions of sale as it would deem appropriate or useful, and such modifications will be applied immediately.

18. In such case, Ubifrance agrees to inform without delay the client of the content of such modifications by any means as it may choose.

19. If the client disagrees with the new general terms and conditions of sale, he may terminate his order within a period of thirty (30) days without being entitled to claim any compensation whatsoever in that respect. Otherwise, the new general terms and conditions of sale shall be deemed accepted in their entirety.





7. TIMETABLE

20. The time periods indicated for the performance by Ubifrance of its commitments are indicative, except for those related to the organization of events.

21. Any time period begins to run the day following the day where the fact constituting the starting point of the time period occurs.

22. When the time period is expressed in days, day shall mean calendar day, and the time period shall expire at the end of its last day.

23. All time periods stated in these general terms and conditions of sale are expressed according to the French calendar.

8. PRIOR INFORMATION

24. The client acknowledges that he has requested, obtained and received all necessary information and/or all additional information required to place his order with full knowledge of the facts.

25. The client further acknowledges that he is aware of the nature, intended use and terms of use of the products or services offered. It is the exclusive responsibility of the client to check that the products or services ordered meet his needs; the client shall therefore be solely liable for the choice he makes and Ubifrance will not be held liable therefor.

26. It is the exclusive responsibility of the client to ensure that the products and services he orders are offered in, and in compliance with the laws of, the country where he is established.

9. ORDER

27. The client certifies that the contractual information given for the order is accurate.

28. Any order constitutes a firm and irrevocable commitment from the client and may not be challenged.

29. Ubifrance reserves the right to refuse, cancel or suspend any order in the following events:

- the client does not pay the sums due for one or more orders and/or if there is a dispute about the payment of a previous order;
- the client does not meet the eligibility criteria to order products or services from Ubifrance;
- the client did not comply with the terms of use applicable to Ubifrance's products or services;
- the client did not supply the information, documents or elements of any nature he was asked to supply for the proper performance of the order, or failed to comply with one or more of his obligations;

30. Ubifrance agrees to inform the client as soon as possible in case the products or services ordered are unavailable.





10. PRODUCT DELIVERY

31. All risks (loss, theft, destruction, damage...) shall pass on delivery.
32. Deliveries are made according to the availability of the products and on a first-come, first-served basis.
33. Products are delivered at the address indicated by the client.
34. The client shall check the condition of the products at the time of delivery.
35. As a rule, in case of damage or if the products delivered would not correspond to the products ordered, the client shall refuse the delivery, give the product back to the carrier and indicate the reasons for such refusal on the delivery slip; in the absence of delivery slip, the client may send his complaint by registered letter return receipt requested at the address indicated below.
36. Similarly, in case it is impossible for the client to refuse the delivery, the client will have a period of seven (7) working days starting the delivery to return the product, along with the delivery slip and indicating the reasons for such return, at the address below:

STACI I - UBIFRANCE
ZAC des Bethunes
Avenue du Fond de Vaux
95074 CERGY PONTOISE

37. In case of proven defects or non-compliance, Ubifrance undertakes to exchange or refund the product, provided the client complies with the conditions stated for the return of products.
38. The delivery times indicated by Ubifrance at the time of the order are only indicative.

11. PERFORMANCE OF THE SERVICES

39. The services may be subject to an end-of-service report, which may in particular take the form of a satisfaction questionnaire. The client is invited to return it at the address indicated on the document given to him.
40. If no complaint or observation is made spontaneously at the end of the service or if no satisfaction questionnaire is returned within seven (7) days after the end of the service, the service shall be considered as satisfactory and meeting the needs and expectations of the client.





12. QUALITY IMPROVEMENT

41. Ubifrance make available to its clients a service in charge of gathering all suggestions, observations and complaints regarding quality.

42. For reasons of efficiency, any suggestion or observation should be sent to Ubifrance within three (3) months after the delivery of the products or the end of the services, at the address below:

Ubifrance
Service client
Espace Gaymard
2, place d'Arvieux
B.P. 60708 13572 Marseille cedex 02

13. PRICE

43. The prices related to an order of products and services are those indicated at the time of the order.

44. Ubifrance indicates the total amount of the order in euros, with and without VAT, freight charges included for the delivery of the products.

45. Prices are stated in euros, with and without VAT, and are those prevailing on the day of the order.

46. Generally, orders are payable in euros, whatever their origin.

47. Prices are fixed without taxes and increased by the taxes, including VAT, prevailing on the invoicing date. Any change in the applicable VAT rate shall automatically be passed on to the prices indicated.

48. For products delivered outside France, the price indicated in the order does not include the customs taxes and duties applicable in the country of destination or any other import taxes that may be due at the time of delivery.

49. Freight charges include handling, packaging and shipping charges. As a rule, such charges vary according to the geographic zone, the weight of the parcel and the delivery terms; they may also be invoiced on a flat-rate basis, depending on the circumstances.

50. Freight charges shall be invoiced for each dispatch.

51. Ubifrance reserves the possibility to split up deliveries, in particular in case of unavailability of the products. In such case, freight charges will only be invoiced for one dispatch.





14. PAYMENT AND INVOCING

52. Ubifrance determines the invoicing terms specific to each product or service.

53. As a rule, payment shall be made no later than thirty (30) days after the receipt of the invoice.

54. Invoices are payable:

- by credit card (Carte bleue, Visa, Eurocard/Mastercard);
- by bank transfer on Ubifrance's account on the basis of the following bank details:

NATIXIS

Code Banque (bank code): 30007

Code guichet (sort code): 99999

N° de compte (account number): 04004062000

Clé RIB: 91

SWIFT or BIC (Bank Identification Code) CCBPFRPP

IBAN (International Bank Account Number): FR76 3000 7999 9904 0040 6200 094

- by check made payable to: Ubifrance – Agence comptable, and sent at the address below:

Ubifrance

Espace Gaymard

2, place d'Arvieux

BP 60708 13572 Marseille Cedex 02

15. PENALTIES

55. Failure by the client to pay the amounts on their due date shall result, as of right and without prior notice, upon due date, in immediate payability of the amounts due and in the invoicing of an interest equal to 3 times the statutory interest rate payable the day following the due date mentioned on the invoice.

16. RETENTION OF TITLE

56. Ubifrance retains full and complete title to the products sold until payment in full of the price.

57. Payment in full of the price means the collection by Ubifrance of the price, expenses and taxes included.





17. AUDIT

58. The mission of Ubifrance is to help French companies installing and developing abroad. The products or services it commercializes should be used strictly in line with that mission.

59. Accordingly, Ubifrance reserves the right to audit in such manner as it may deem fit whether the products and services are used by the client in strict compliance with those objectives.

60. If such audit shows that the client has breached his obligations, Ubifrance reserves the right to suspend the performance of the order or to refuse a future order.

18. WARRANTIES

61. The warranty granted by Ubifrance to the client is limited to the legal warranty against latent defects under Articles 1641 et seq. of the French Civil Code.

62. Consequently, Ubifrance shall not warrant the following, including, but not limited to:

- Regarding the products:

- misuse of the products by the client;
- intervention of a third party (carrier, delivery people...);
- conformity and adequacy of the products to the needs of the client;
- availability of the products in stock;
- compliance with the laws and regulations of the country where the product is delivered.

- Regarding the services:

- misuse of the information by the client;
- intervention of a third party (organizers, participants, customers...);
- conformity and adequacy of the products to the needs of the client;
- completeness and update of the information;
- the result of the services consisting in helping making contact with third parties (signature of contracts, sales, success of development projects...);
- proper performance of contracts concluded with third parties;
- availability of spaces made available to the client by Ubifrance for performance of the services;
- total availability of the technological tools (website, database access...);
- availability of stakeholders and participants in events;
- request and obtaining by the client of legal and administrative authorizations (visas, passport, vaccinations...).





19. INTELLECTUAL PROPERTY

63. The information, documents, texts and elements of any nature, distributed or transmitted to the client by Ubifrance, including the elements posted on Ubifrance website, belong to Ubifrance and are protected by intellectual property worldwide.

64. As a rule, nothing in these general terms and conditions of sale shall be construed as transferring to the client any of the intellectual property rights in the elements belonging to Ubifrance.

65. In accordance with the provisions of the French Intellectual Property Code, any use shall be strictly limited to the use set forth in the contract.

66. The client shall not directly or indirectly infringe the intellectual property rights of Ubifrance or their author.

67. As a result, any total or partial reproduction or performance by any means whatsoever not expressly accepted in advance by Ubifrance shall be considered as infringement.

68. However, Ubifrance may under certain conditions grant to the client, at his request, a right to use Ubifrance-owned elements for certain customized services realized at the request of the client on the basis of the client's specifications.

69. Unless otherwise stated, such right to use shall not be of an exclusive nature.

70. However, if exclusivity is required due to the nature of the products or services, such exclusivity shall in any event be limited to six (6) months. After said 6-month period, Ubifrance reserves the right to re-use the elements concerned.

20. CONFIDENTIALITY

71. The following shall be deemed strictly confidential: any documents, information, texts and elements of any nature, distributed or transmitted to the client by Ubifrance and expressly identified as "confidential" or incorporating any other notice such as "restricted distribution", "unauthorized reproduction" etc.

72. The following shall also be deemed confidential by nature, provided they are not made public by Ubifrance: any documents, information or elements of any nature that may be transmitted to the client by Ubifrance in relation to an assessment (evaluation, notation, quotation...).

73. The client shall not communicate, publish or otherwise disclose these elements and shall take any measures required to protect their confidentiality by himself or his employees.





21. EQUIPMENTS

74. To fulfill the services, Ubifrance may have to provide the client with equipments of any nature (stands, chairs, desks, fitted carpets, carpets, technological tools...).

75. The client shall be fully liable (in case of loss, damage, theft...) for the equipments for the period during which such equipment are provided to him.

76. Ubifrance may not be held liable in case of damage resulting from a misuse of the equipments.

77. All the equipments made available to the client are the exclusive property of Ubifrance and shall be returned to Ubifrance at the end of the performance of the products or services.

78. In the event where the client is unable to return the equipments in their original condition, the client agrees to refund them, without prejudice to any damages Ubifrance may be entitled to claim.

22. SECURITY

79. The client agrees to comply and have his employees comply with all the security and ethical rules established due to the nature of the services realized by Ubifrance.

80. In no circumstances shall Ubifrance be held liable for damage arising out of a failure to comply with such security and ethical rules caused by client's misconduct or negligence.

23. NON-COMPETITION AND TRANSPARENCY

81. The activities of Ubifrance fall within the scope of a public service mission and their financing are based on public funds; as a result, such activities shall remain strictly in line with the principles of transparency and loyalty towards the client.

82. If intermediaries ask Ubifrance to provide products or services designed for an end-user, such intermediaries undertake to clearly state the name of Ubifrance and the price of the product or service, and agree to pass on to the end-user the exact same price, without any margin.

83. Generally, the client is expressly prohibited from using or redistributing Ubifrance's products, services and know-how, whether for business or non-business purposes, without Ubifrance's prior authorization.

24. BUSINESS REFERENCE

84. Ubifrance may use the name and logos of its clients as a business reference, unless expressly otherwise stated by the clients.





25. DATA PROTECTION AND PRIVACY

85. The information requested to the client in relation to his order is necessary for the proper performance of his order. The purpose of the data processing is in line with the missions entrusted to Ubifrance under Decree of January 30, 2004, as amended.

86. In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, the client may exercise his right to access and rectify his data contained in Ubifrance's files by writing to Ubifrance at the address below:

Fax: 01 40 73 31 72

E-mail: modif-coordonnees@ubifrance.fr

87. Ubifrance implements reasonable measures to ensure the security and confidentiality of the data and may not be held liable in case where fraudulent access or remaining in all or part of the automatic data processing system causes the disclosure, suppression or modification of the data contained in the system or the alteration of the functioning of that system.

26. PERSONAL DATA

88. The client shall be responsible for carrying out the formalities required under personal data protection laws and regulations, in particular the French Data Protection Act (Act No. 78-17 of January 6, 1978, on Data Processing, Data Files and Individual Liberties).

89. The client shall carry out the formalities related to the notifications for the processing of his customers' personal data.

90. If the client transfers personal data to Ubifrance, the client warrants Ubifrance that the statutory and regulatory obligations incumbent upon him in relation to the protection of personal data, and in particular to flows of data outside the European Union, are complied with.

27. LIABILITY

91. The parties expressly agree that Ubifrance may be held liable by the client only if it is demonstrated that Ubifrance has committed a fault, within the limit of the warranties stated in the "Warranties" clause.

92. Ubifrance is subject to a best effort obligation (French "obligation de moyens").

93. It may be held liable only for the consequences of direct damage. As a result, compensation for indirect damage shall be excluded.

94. Indirect damage shall mean, without limitation, loss of profits, turnover, margins, revenues, orders, clients, commercial actions, damage to reputation, action brought by third parties, loss of expected results, loss of data...





95. The liability of Ubifrance for a proven fault shall not exceed the amounts of the sums actually paid by the client for the performance of his order.

96. This clause shall survive and remain in full force and effect in case these general terms and conditions of sale are void, rescinded or terminated.

28. EDITORIAL PRODUCTS

97. The following additional provisions shall apply to editorial products:

98. In the event where Ubifrance is not the author of the editorial products, Ubifrance shall not be liable for the distributed contents.

99. It is the responsibility of the client to possess equipment appropriate to use the digital editorial products.

100. The client shall not implement any technical means infringing copyright in any editorial products (DRM, technical protection measures...).

29. SUBSCRIPTION

101. The duration of the subscriptions is one (1) year starting the order; such duration will be tacitly renewed unless terminated by registered letter return receipt requested sent two months before the expiry date at the address below:

Ubifrance
Espace Gaymard
2, place d'Arvieux
BP 60708 13572 Marseille Cedex 02

102. Ubifrance will expressly inform non-professional clients of the possibility not to renew the subscription no less than three (3) months before the expiry date, provided, however, that they have informed Ubifrance of such capacity.

103. Ubifrance reserves the right to end the subscription in the event where it would stop distributing the product or service covered by the subscription.

104. In such case, the client will be offered a new subscription, which will begin to run upon the end of the previous subscription, and whose price will be prorated to the amount already paid for the previous subscription.

105. If the client refuses to subscribe to the replacement product, or if no replacement product is available, the subscription shall be subject to a prorated refund.





30. DATABASE

106. If the products and services supplied by Ubifrance consist in making available to the client a database, the following paragraphs apply:

107. Ubifrance is the owner of the intellectual property rights in the database and the content thereof, and the client shall not infringe them in any manner whatsoever.

108. Access to the database and use of the data are subject to a prior subscription by the client and are strictly limited to the specific conditions stated by Ubifrance for each database. The conditions of access may not in any event be breached.

109. Any qualitative or quantitative extraction of data and any total reproduction of the database are strictly prohibited.

110. The data contained in the database may be protected by technical means for access protection (DRM type).

111. The client is informed and hereby accepts that Ubifrance may track and store connection logs and information on the use of the database and its content.

112. In case of access to databases owned by third parties, only such third parties may be held liable therefor.

113. The client is invited to report to Ubifrance any inaccurate, incomplete or ambiguous information contained in the database he may notice.

31. LEGAL, REGULATORY AND TAX HOTLINE

114. Ubifrance makes available to the client, via a subscription, a hotline service.

115. The hotline is an information service accessible by telephone Monday through Friday, French time, except French public holidays, or by e-mail.

116. The subscription is taken out in the form of units. Each request must be made either by telephone or by e-mail and will be deducted per unit, with a unit corresponding to 30 minutes of research.

117. The client may ask to be provided with an estimation of the number of units required to process his request.

118. The client may ask to be provided with a summary statement of his unit account. Only entries made by Ubifrance shall be deemed authentic for the calculation of the units used.

119. The hotline subscription will be automatically renewed once all units are expired, unless terminated by sending a registered letter return receipt requested two months before the expiry date.





120. All units not used at the end of the subscription period will not be transferred on the following year, even in case the subscription is renewed.

121. Telephone communications and electronic messages may be registered for the purposes of improving quality, ensuring security and tracking calls.

122. Recordings will be stored in Ubifrance's computer systems in reasonable security conditions.

32. EVENTS

123. Ubifrance offers to organize a wide range of sector-specific and economic events in relation to international commerce.

124. These events may include trade shows or collective operations.

32.1 GENERAL PROVISIONS

125. The events are described in a launching brochure distributed to the clients concerned, indicating the financial terms of the participation.

126. Events are subject to a participation agreement made in writing. The client must fill out all mandatory fields.

127. The participation agreement must be sent prior the registration deadline set by Ubifrance. After that deadline, applications will be reviewed by Ubifrance on a case-by-case basis and according to available spaces.

128. By signing the participation agreement, the client agrees to these general terms and conditions of sale.

129. Ubifrance reserves the right to refuse, at its discretion, the participation of a client in an event, for any reason.

130. In case of impediment, the client may be replaced by any individual of his choice, subject to Ubifrance's prior consent.

131. Ubifrance determines the information related to the organization of the event, such as:

- the name of the event;
- the price with and without VAT and the percentage of the deposit;
- the date and place of the event;
- the registration deadline;
- the description of the event and the program;
- the name of the organizer;
- the name and details of the point of contact (e-mail address and telephone number)...

132. This information may be modified by Ubifrance at any time.





133. Ubifrance reserves the possibility to cancel or postpone an event when its organization has become impossible for any reason, and the client may not be entitled to any compensation as a result of such impossibility.

134. In such case, the client will be offered to participate in a new event.

135. If the client refuses to participate in the replacement event or if no replacement event is available, the client will be refunded in full.

136. The expenses incurred by the client to participate in a cancelled event (transportation tickets, accommodation...) may in no event be refunded by Ubifrance.

137. Unless otherwise stated, event prices do not include:

- travel expenses;
- accommodation and meal expenses;
- insurance for cancellation, repatriation, accident;
- insurance against loss, theft, or destruction of goods and parcels of any nature;
- documentation carriage expenses or excess weight charges.

138. Ubifrance may not be held liable for damage of any nature arising out of or in connection with the event or the transport of individuals and goods. The client represents that he has taken out an assurance covering him in such cases.

139. When participating in the event the client agrees to comply with the rules and procedures imposed by the event organizer as well as with the health, safety and security rules applicable on site.

140. The client undertakes to comply with any other restrictions on the sale of goods on the stands of an event that may be decided.

141. The client agrees to inform Ubifrance of the contracts that may be concluded further to the event by answering to the evaluation questionnaire distributed at the end of the event.

32.2 SPECIAL PROVISIONS

32.2.1 Trade shows

142. The service price becomes due and payable upon receipt by Ubifrance of the participation agreement duly filled out and signed by the client.

143. If the client wants to cancel his participation, he must inform Ubifrance by registered letter return receipt requested no later than 60 days before the trade show date at the address below:

Ubifrance
Service clients
Espace Gaymard
2, place d'Arvieux
BP 60708 13572 Marseille Cedex 02





144. In such case, Ubifrance will only charge the client 50% of the event price.

145. If the client cancels his participation less than 60 days before the trade show date, the client shall pay the service price in its entirety.

32.2.2 Other events

146. The participation of the client in an event of any nature, other than a trade show, is taken into account by Ubifrance upon receipt of the participation agreement.

147. The client has a period of eight (8) days starting the sending of his participation agreement to cancel his order by registered letter return receipt requested at the address below:

Ubifrance
Service client
Espace Gaymard
2, place d'Arvieux
BP 60708 13572 Marseille Cedex 02

148. A participation may not, in any event, be cancelled less than five (5) days before the event date.

149. If a participation is cancelled in accordance with the provisions of these general terms and conditions of sale, the amount paid by the client to Ubifrance will be refunded in full.

33. MONITORING SERVICES

150. The scope of the monitoring services of Ubifrance is strictly limited to the provision of information and advice to the client.

151. As part of its mission, Ubifrance may however have to communicate alerts, but they may not be regarded as warnings.

152. As a rule, the information transmitted is given based on the state of knowledge at the time of transmission. Ubifrance is not obliged to update such information after it has been transmitted to the client.

153. While Ubifrance will strive to distribute complete and updated information and correct, to the extent possible, any reported mistakes, Ubifrance may in no event be held liable for information that is not complete or updated.

154. Ubifrance selects its sources of information with as much care as possible but may not in any event warrant the absence of errors from third parties.

155. The client uses the information transmitted under his own responsibility and risk.





34. HOSTING OF PAGES OR WEBSITES

156. Ubifrance may offer its clients to create their own promotional space where they can promote their activity or participation in sector-specific events (hereafter “showcase”) on dedicated Internet portal(s), including the portals accessible at www.firmafrance.fr and www.firmafrance.com.

157. The portal(s) is/are the exclusive property of Ubifrance, except for the content of the showcases, which are owned by the clients.

158. Ubifrance freely determines the template of all of the portal(s), including of the showcases of the clients. In particular, Ubifrance decides the graphics and location of the advertising spaces on the portal(s) or the storage capacity of each showcase. The configuration of the portal(s) may be corrected or changed from time to time by Ubifrance, at its discretion.

159. The registration to create a showcase on the portal(s) does not transfer any of the intellectual property rights of Ubifrance to the clients.

160. The clients freely establish the content of their showcases.

161. The clients agree that the content of their showcases will be posted within the framework of the SEO policy implemented on the portal(s) for the promotion of the activity of the clients or their participation in sector-specific events.

162. The clients represent that they own all the rights, in particular the intellectual property rights, required for the creation and development of their showcases, including in the texts, photographs or designs used. As a result, the clients undertake that the intellectual property rights do not infringe third parties’ rights and have not been subject to any action for infringement or otherwise. The clients shall indemnify and hold Ubifrance harmless from and against any action, complaint, claim or opposition brought by a person alleging that an intellectual property right has been infringed or that unfair competition and/or free-riding has been committed as a result of the content of the showcases.

163. Ubifrance, as a hosting provider, assume no liability whatsoever for the content of the information supplied by the clients.

164. Consequently, the clients assume alone the liability arising out of or in connection with the inaccuracy, untruthfulness, incompleteness or illegal nature of the content posted on the portal(s), for any reason whatsoever.

165. If a third party notifies that the hosted content is illegal, Ubifrance, as a hosting provider, will suppress the whole showcase with a litigious content.

166. Ubifrance shall in no event be held liable for the direct or indirect damage, including but not to limited to loss of business, customers, orders, any business trouble whatever, loss of profits, damage to brand image, that may be suffered by the clients as a result of the modalities applicable to the posting of their showcases.





167. Ubifrance shall not be liable for difficulties in the access to the portal or the showcases.

168. In any event, Ubifrance gives no warranty as to:

- the maintenance of the performances in the access to the portal(s);
- the maintenance of the portal(s);
- the permanence of the portal(s) template;
- the visibility, SEO, positioning or availability of the showcases;
- the compatibility of its portal(s) with the hardware, software and software package of the clients;
- or against security breach, traffic diversion to the detriment of the portal(s).

168. Ubifrance may at any time offer new portals or suspend, suppress and/or limit the access to the existing portals after reasonable prior notice. The client may not claim to have suffered any damage as a result.

35. DIRECT MARKETING

169. The direct marketing services realized by Ubifrance include, without limitation, the drafting and translation of press releases, promotional materials...

170. In no event shall Ubifrance be held liable for the content of the information received from the client to realize these services, for which the client remains fully liable.

171. The final document drafted or translated by Ubifrance is transmitted to the client and shall be subject to a "passed for press" certifying its validation.

36. RESCISSION –TERMINATION

172. In case of material breach by the client of his obligations, Ubifrance may terminate or rescind as of right the transaction, without prejudice to any damages it may be entitled to claim.

37. WITHDRAWAL

173. As a rule, the products and services of Ubifrance are intended for a professional use. However, Ubifrance does not exclude the sale of products or services to non-professional clients.

174. In that case, provided the client previously informed Ubifrance that he was not a professional client, the following paragraphs apply. If the client failed to inform Ubifrance that he was not a professional client, he will be considered as a professional client.

175. A consumer client has a period of 7 clear days to exercise his right of withdrawal without having to give any reason therefor or incurring a penalty.

176. The time period starts running (i) for products, upon their delivery or (ii) for services, upon their order.





177. If that time period expires on a Saturday, a Sunday or a bank or public holiday, the period is extended to the next working day.

178. Products must be returned, at the client's cost, in their original condition and packaging, at the address below:

STACI I - UBIFRANCE
ZAC des Bethunes
Avenue du Fond de Vaux
95074 CERGY PONTOISE

179. Subject that the products are returned as described above, Ubifrance agrees to refund the client without delay and no later than thirty (30) days after the date on which said right was exercised.

180. Refund shall be made, at Ubifrance's choice, by credit to the client's bank account.

181. However, in accordance with the provisions of the French Consumer Code, the right of withdrawal may not be exercised:

- for services whose performance began, with the client's consent, before the end of the 7-clear-day period (in particular downloading);
- for customized products (personalized monitoring services, personalized market studies...);
- for the supply of newspapers, periodicals or magazines;
- for CDs and DVDs.

38. ONLINE SALE

182. The following paragraphs of this clause only apply to products ordered online on Ubifrance website www.ubifrance.fr.

183. The order process includes the following steps:

- step 1: choice of the products or services;
- step 2: filling out of the mandatory data fields related to contractual information;
- step 3: filling out of the user name and password;
- step 4: check of the order and correct any errors;
- step 5: confirmation of the order and the total price VAT included, freight charges included;
- step 6: acceptance of the general terms and conditions of sale;
- step 7: payment ;
- step 8: confirmation of the order by Ubifrance.





184. The delivery time indicated at the time an order is placed is based on any order placed online before 8p.m, French time, Monday through Friday, excluding French bank holidays.

185. It is the responsibility of the client to store on the medium of his choice the contractual information transmitted to Ubifrance.

186. The client can access to a summary statement of the order, in printable version, on his personal space accessible on Ubifrance website by entering his user name and password.

187. The client may save and download these general terms and conditions of sale by clicking on the following link:

<http://www.ubifrance.fr/general/Conditions-generales-de-vente.asp>

188. If Ubifrance does not accept the order and the payment, including in case of unavailability, the order shall be deemed cancelled and the client shall not be entitled to any compensation therefor.

189. The technical means used to identify errors are stated on Ubifrance website.

190. The above provisions do not apply to transactions concluded between professionals.

191. In accordance with the Article L. 134-2 of the French Consumer Code, Ubifrance retains the document embodying orders involving a sum equal to or greater than 120 euros for a period of ten years starting the delivery concerned by the order, and will provide access to that document at any time for the same period of time.

192. The client is informed that Ubifrance may not be held liable in case of damage caused during a payment made online, which are of the exclusive liability of the banking institution concerned.

193. The information posted online on Ubifrance website in relation to products and services is not updated in real time. Ubifrance cannot therefore warrant its accuracy. The client shall be exclusively responsible for the use he makes of such information and agrees to ask Ubifrance to confirm it.

194. Ubifrance will strive to publish accurate and updated information and correct errors reported to it as far as possible.

195. It is the responsibility of the client to take any appropriate measures to protect his data and equipment from virus and attempts to intrude in his computer system by third parties via the service.



196. The client acknowledges that his equipment is connected to the Internet network under his sole responsibility and, as a result, that Ubifrance may not be held liable for any damage that may arise during his connection. Consequently, based on the foregoing, the client knowingly waives any action against Ubifrance related to one or more of the above facts or events.

197. The client shall be exclusively liable for the tangible or intangible damage caused by himself or one of his employees to Ubifrance website when using the service.

198. Ubifrance reserves the right to modify, suspend, restrict or interrupt, without prior notice, access to all or part of the service, including in particular the content, functionalities or availability hours.

39. FORCE MAJEURE

199. Events of force majeure exempting Ubifrance from its obligations shall include war, riots, fire, strikes, accidents, its impossibility to have goods supplied as well as any other external causes preventing or stopping the delivery of Ubifrance or its suppliers.

200. In case of a force majeure event, the fulfillment of the orders will at first be totally or partially suspended.

201. If a force majeure event lasts more than three (3) business months, the orders placed under these general terms and conditions of sale shall automatically be terminated.

40. GOOD FAITH

202. The parties agree to perform their obligations under these general terms and conditions of sale with utmost good faith.

41. LEGAL AUTHORIZATIONS

203. The client agrees to obtain all of the relevant statutory, regulatory and administrative authorizations he requires in order to perform these general terms and conditions of sale.

42. NON-WAIVER

204. The client agrees that any tolerance of a situation by Ubifrance shall not grant the client any rights in that respect.

205. Moreover, such a tolerance shall not be construed as a waiver of the rights in question.

43. INDEPENDENCE

206. The client acknowledges that he acts for his own account.

207. Nothing in these general terms and conditions of sale is intended to constitute a partnership, franchise, or agency relationship given by the client to Ubifrance.





44. ASSIGNMENT

208. The client may not assign, in whole or in part, the orders placed under these general terms and conditions of sale, whether or not for consideration.

209. Ubifrance reserves the right to totally or partially assign the orders placed under these general terms and conditions of sale in the event where the missions and powers granted to it under Decree of January 30, 2004, as amended, would be changed or transferred to another entity.

45. HEADINGS

210. In the event a difficulty of interpretation arises out of a contradiction between any of the article headings and the terms of the clauses, the headings shall be deemed to be non-existent.

46. SEVERABILITY

211. If one or several provisions of these general terms and conditions of sale were to be held invalid or so declared by a law, a regulation or a final decision having *res judicata* effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

47. LANGUAGE

212. These general terms and conditions of sale have been drafted in the French language.

213. Ubifrance may translate them.

214. In case of contradiction, the French version shall prevail as the only authentic text.

48. RULES ON EVIDENCE

215. The documents electronically exchanged between Ubifrance and the client shall be used as evidence, provided that the person from whom they originate can be duly identified and that they are established and kept in reasonable conditions guaranteeing their integrity.

49. DOMICILIATION

216. For purposes of these general terms and conditions of sale, and unless otherwise stated, the parties agree to send all correspondences to the respective registered offices of Ubifrance and the client, and for individuals, at the address stated at the time of the order.

50. GOVERNING LAW

217. These general terms and conditions of sale shall be governed by French law.

218. French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.





51. JURISDICTION CLAUSE

219. This jurisdiction clause does not apply to non-professional clients.

220. ALL DISPUTES SHALL BE SETTLED EXCLUSIVELY BY THE COMPETENT COURTS OF PARIS, REGARDLESS THE NUMBER OF DEFENDANTS OR ANY INTRODUCTION OF THIRD PARTIES, EVEN FOR URGENT PROCEDURES, PROTECTIVE MEASURES, INTRODUCED BY SUMMARY PROCEDURE OR PETITION.

221. For non-professional clients, the rules of general law apply.

