

General Terms of Sale – Innovact 2009

13th Edition – Reims Congress Centre – 24 and 25 March 2009

I - GENERAL PROVISIONS

Art. 1 – The Chamber of Commerce and Industry of Reims and Epernavy and Mar-Tech & Finance are organising the Innovact forum at the *Centre des Congrès de Reims*, 12 bd du Général Leclerc, on **Tuesday 24 and Wednesday 25 March 2009**. This forum is open to participants of all nationalities which meet the registration conditions set forth hereinafter and which are selected by the organiser. All correspondence relating to the conditions for participation, admission and, more generally, all matters concerning the forum's programme should be sent to the *CCI de Reims et d'Epernavy*, 5 rue des Marmouzets, 51100 Reims. The abovementioned date may be changed in the event of unforeseen circumstances.

Art. 2 – The exhibitors and participants hereby acknowledge that they unrestrictedly and unreservedly accept these regulations and all the new provisions as dictated by circumstances, and adopted in the interest of the event by the organisers which reserve the right to notify such orally.

The organiser has sovereign power as regards all its decisions. It reserves the right to institute any and all legal proceedings.

Art. 3 – In the event that the forum is unable to take place for any reason which is outside the organiser's control, such as safety issues, administrative measures, etc., applications for participation shall be simply cancelled. The organiser shall immediately advise the exhibitors and participants thereof in writing. The amounts paid shall be repaid to the exhibitors and participants on a pro-rata basis of the amounts paid by each of them. On the sole basis of their registration, the exhibitors and participants expressly waive entitlement to take any action against the organiser for any damage/loss whatsoever, regardless of the cause thereof.

Art. 4 – Penalties – Any breach of the rules set forth in these regulations, and of the order and safety measures which may be subsequently introduced by the organiser, may lead to the immediate exclusion, under an ordinary temporary injunction (*ordonnance de référé*), of the defaulting exhibitor or participant and the closure of the stands, without the interested party being entitled to make any material or financial claim whatsoever, and without formal notice being required, both for the then-on-going forum and for the following year. In particular, the foregoing shall apply to non-compliant fit-out work, failure to comply with safety rules, failure to man the stand, and presentation which does not correspond to that announced in the participation application. In this case, the exhibitor shall owe an indemnity. Said indemnity shall be at least equal to the outstanding participation balance owed to the organiser, without prejudice to additional damages which may be claimed and the legal proceedings which may be instituted. In this respect, the organiser has the right to withhold the exhibited items and the furniture or decorative elements belonging to the exhibitor.

II – CONDITIONS OF PARTICIPATION

Art. 5 – Conditions of admission – In order to be authorised to exhibit, applicants shall present a stand / participation project which relates to the theme of the forum, which complies with its concept and which may contribute to the expansion of the young innovative enterprise or relate to the latter, or be young innovative enterprises themselves.

In its space or during its meetings, the participant may only present concepts or services which relate to the purpose of the forum. The organiser receives the applications and decides in respect of each of them without being bound to justify its decision. In particular, an application for admission may be rejected when the exhibitor presents products and/or services, the nature, use or presentation of which may be prejudicial to the image of the forum or alter its character, when the presented products or services, or suggested advertisements do not comply with regulations. The sending of a participation purchase order by the organiser does not represent an offer to participate from the latter. The rejection of an application shall not lead to any and all indemnity. Any amounts paid shall be simply repaid.

Art. 6 – Presentation of the reservation agreement – The participation application, regardless of the formula, whether relating to a stand, participation in business meetings, the entrepreneurs' panel, the capital forum, the "Entrepreneur's Minute", etc., or even an ordinary visit, shall be completed via the on-line registration system on the forum's www.innovact.com website. It shall contain all the information requested and be validated as soon as reasonably possible and, in all cases, prior to the deadline set by the organiser, i.e. before 2 March 2009. In order to be taken into account, under Article 10 of these regulations, the reservation agreement shall be accompanied by full payment of the cost of the chosen formula, subject to the organiser's agreement.

Art. 7 – Assignment - Subletting – Unless it has the organiser's express, prior and written authorisation, an exhibitor may not assign, sublet or share, either for valuable consideration or free-of-charge, all or part of its concession within the premises hosting the forum. Nevertheless, several exhibitors may be authorised to make a global presentation, provided such is validated by the organiser, in particular, with the collective stand offer.

Art. 8 – Withdrawal – In the event of the participant's withdrawal for any reason whatsoever, the amounts paid and/or partially outstanding in respect of registration for one of the Innovact participation formulas, shall be acquired by the organiser, even in the event of the formula being resold to another participant, up to a limit of 50% if the withdrawal is prior to 2 February 2009, and 100% subsequent to said date.

Exhibitors which have not manned their stand by 9.00 a.m. on the first day of the event shall be deemed as having forfeited their place and the organiser shall dispose of their space without either repayment or indemnity. Exhibitors/participants which fail to pay all amounts owed by the date stipulated by the organiser may not claim either repayment or an indemnity if the latter, which reserves its rights in this respect, were to dispose of their space. In this case, the exhibitors shall be definitively excluded from the event, with the amounts paid being acquired as damages.

In respect of a reservation for a collective stand, in the event of the withdrawal of a hosted structure (expert or young innovative enterprise) following registration or non-attendance on the first day, the square metres initially allocated shall be invoiced at the price for additional square metres, i.e. EUR 350, exclusive of taxes, per square metre, if the former are not cancelled within the timeframes provided for in Article 8-1. The organiser shall therefore invoice the difference to the structure having reserved the collective stand.

III – FINANCIAL PARTICIPATION

Art. 9 – Price – The organiser decides upon the price of the participation formulas and the exhibitor is advised of the former upon registration, either on-line, over the telephone or face-to-face.

In the event of a change in the tax and social provisions and, more generally, in the event of economic disruptions, and if the circumstances for the forum's operations were burdened by abnormal [price] increases, the organiser reserves the right to change the established prices and to advise the exhibitors and participants of any new prices. Within eight days of such notification, the exhibitors and participants may cancel their participation and recover any amounts already paid; such cancellation shall not give rise to any indemnity for either of the contracting parties.

Art. 10 – Instalments – Within 5 business days, registrations shall be accompanied by full payment of the price of the formula and the services chosen, unless the organiser were to give its express and written agreement. In the event that the registration application were to be rejected, all of this payment shall be repaid to the applicant.

Art. 11 – Payment – Payment of participation expenses is made either in cash, by cheque, postal transfer, or banker's card (on-line payment on the registration platform). Applications accepted by the organiser shall obligatorily lead to payment of the amounts owed. Only participants having settled all their participation expenses shall be admitted to the forum. Should a participant fail to comply with the instalment dates and terms of payment, the organiser shall be authorised to apply the provisions of Article 8, "Withdrawal". Once the admission has been approved and signed, it becomes definitively irrevocable and, consequently, no application for the cancellation of the admission may be considered and no repayment of amounts paid shall be made. The exhibitor/participant badges shall only be issued after full payment of the admission fee. In spite of the foregoing precautions, in the event of a balance being owed on an outstanding invoice during the month following the event, this shall automatically and definitively lead to the exclusion of the exhibitor or participant from the next Innovact forum without the former being entitled to exercise a right of action in any respect whatsoever. In addition, in accordance with law 92-1442 of 31 December 1992, late interest will apply to the amount invoiced at one point five times the legal interest rate after official notification one month after the due date. Finally, the organiser reserves the right to institute legal proceedings in order to recover the balance owed.

IV – MATERIAL CONDITIONS

Art. 12 – Location of stands – The organiser draws-up the plan of the forum and allocates the free spaces taking account, insofar as possible, of the exhibitor's desiderata, the nature of the products/services presented, the exhibitor's status, the layout of the stand that it intends to install and, only if necessary, the date of registration of the participation application, which does not nevertheless represent a prior criteria for the choice of the space. Exhibitors shall be informed of the location of the stand allocated to them by means of a plan; exhibitors are responsible for assuring themselves of the plan's compliance prior to fitting-out their stands. The elements mentioned on the plan are provided for information and the organiser shall not be held liable in the event of a difference between the plan and the actual circumstances. Any claim concerning the space set forth in the plan shall be made within eight days; subsequent to this deadline, the exhibitor shall be deemed to have accepted the offered space. Owing to the total surface area available and so as to allow for fair allocation of the surface areas for the represented activities, the surface area of the stands is limited in the offer provided by the organiser to an additional 10m² of surface area compared to that defined by the profile and the number of structures destined to use the stand. If necessary, the organiser reserves the right to further limit the surface area rented by the exhibitor or the operating company. It may also change the layout of the requested surface areas without such changes authorising the exhibitor to unilaterally discharge itself from its participation commitment. The organiser may not provide any guarantee in respect of the location of the stand, in particular, in respect of a space already allocated during a previous edition. The exhibitors and participants undertake to comply with all the various recommendations, details and instructions set forth in these regulations. Should circumstances force the organiser to change the plan of the exhibition's facilities, it may not be held liable in this respect.

Art. 13 – Reservations and derogations – As applications are made and accepted for the event itself and not for a given space, they may not be subject to any reservation from the exhibitor. Specific commitments or special terms may only be considered as valid if they are confirmed by a written agreement from the organisers. The latter reserve the right to change the initial plan or the numbers of the rented spaces if such is dictated by circumstances, in the general interest of the event, whilst taking account of the wishes expressed.

Art. 14 – Installation and decoration of stands – The stands are installed according to the organiser's general plan. The exhibitor is responsible for fitting-out its stand with good taste so that it is in harmony with the exhibition as a whole. Under no circumstances may exhibitors increase the dimensions of their stand, on any side or in respect of height, nor change its structure. Exhibitors shall not encroach outside the limits of the stand reserved for them. Any special facilities, windows, constructions, etc., shall give rise to the obligation of sending the plan to the organiser which shall approve such. As these changes shall be paid for in full by the exhibitor, the organiser declines any liability for construction defects or for any unforeseen circumstances. Exhibitors are bound to keep their stands open and fitted-out for the whole duration of the event, under penalty of being obliged to pay EUR 153, exclusive of taxes, per day of delay in opening or for early closing. This penalty shall be paid to charities. The organiser decides on the display methods and the conditions for using any sound, light or audiovisual process, and on the conditions in which any event, session, survey or opinion poll may be organised within the premises hosting the forum. The organiser reserves the right to remove or change those facilities which are prejudicial to the general appearance of the forum or which disturb neighbouring exhibitors or the general public, or which do not comply with the plan and the model submitted for its approval beforehand. The organiser may cancel an authorisation which has been granted in the event that disturbance is caused to neighbouring exhibitors, to circulation or to the due and proper functioning of the forum.

Art. 15 – Assembly, dismantling – The stands are made available to the exhibitors two days prior to the start of the event and their fit-out work shall be completed by the evening before the first day. Following the end of the event, exhibitors have twenty-four hours to vacate the spaces. Prior to the start of the fitting-out period, no equipment may be brought into the congress center hall and no parcel may be received. During the fitting-out period, equipment may be freely brought into the

Congress center hall at the exhibitor's sole responsibility. Any fit-out work or installation of a device which can only be carried-out by passing through the stands of other exhibitors shall require the organiser's authorisation and shall be carried-out on the date set by the latter. No installers or delivery men whomsoever shall be authorised to enter the congress center hall as from 9.00 a.m. on 24 March and the packaging and all the other parcels, waste, etc., blocking the walkways and stands shall be removed prior to 8.00 p.m. on 23 March. The fitting-out of all stands shall be completed by 10.00 p.m. on 23 March at the latest in order to allow for the walkways and surrounding areas to be cleaned for the last time. During the forum, nobody may bring in, or take out, equipment, even photographic equipment, without the organiser's written authorisation. The security staff are authorised to verify both the bringing-in and taking-out of equipment. Exhibitors are responsible both for the equipment which they exhibit and for that which they rent and which remains on their stand; the organiser declines any liability for the loss, the robbery of, or damage to, the equipment during the forum or for the equipment which is not collected by companies within the timeframes laid down.

At the exhibitor's expense and risk, the organiser may carry-out the dismantling, removal and reorganisation work which the exhibitor fails to carry-out within the timeframes set.

Art. 16 – Exhibited products – Participants shall obligatorily declare the nature of the products which they shall exhibit. They are totally forbidden from presenting products other than those which they have declared. The representative of several companies shall mention the corporate name, address and nature of the exhibited products for each company.

Art. 17 – Electricity, telephone and internet connections – The electrical facilities shall be obligatorily installed by the event's electrician. The supply of electricity to each stand is subject to compliance with the instructions of the safety departments.

The connection of stands to the telephone and water distribution networks is carried-out at the expense of the exhibitors which request such within the required timeframes, to wit, prior to 6 March 2009 and according to the technical capacities of the congress center. Any request in this respect shall be sent directly to them.

Art. 18 – Legislation, decrees and administrative formalities – In the event that a governmental decision were to change an official price which is used as the basis for setting the prices (labour, products, carriage, etc.), such change shall be made for the same percentage and in the same sense (an increase or reduction) on the amount of the participation expenses and the exhibitors/participants shall be advised thereof by letter.

The exhibitors/participants are obligatorily bound to comply with effective legislation and regulations concerning trade (displaying prices, etc.) and to submit the required declarations (indirect contributions, public works (*régie*), copyright, etc.) to the various authorities, in particular, the customs authorities.

Art. 19 – Cleaning, maintenance – The maintenance of the walkways and staircases is carried-out by the congress center everyday. Exhibitors are responsible for maintaining their stands and they may entrust this work either to their employees or to the congress center, but under no circumstances to an external company.

V – CONDITIONS APPLYING TO STANDS DURING THE FORUM

Art. 20 – Opening hours and exhibitor's presence – The opening and closing times shall be provided in due time and shall be strictly complied with. During the forum's opening hours, the presence of the exhibitor and its representatives on the stand is compulsory. Exhibitors undertake to keep their stand open and fitted-out for the whole duration of the event. In the event of a breach, a penalty of EUR 153, exclusive of taxes, shall be applied. In the event of a repeat offence, the stand shall be closed and the equipment removed without indemnity. No vehicles shall be allowed to circulate or park during the event's opening hours.

Art. 21 – General presentation – Each exhibitor shall take necessary precautions to ensure that visitors are not disturbed by the demonstration devices.

The appearance of stands shall be perfect. Loose packaging, items which are not being used for the stand's presentation and the staff's cloakroom shall be out of sight of the participants.

Art. 22 – Damage – Exhibitors take the stands "as is" and shall leave them in the same condition. Any damage caused by their facilities or goods, either to constructions, or to the floor, shall be assessed by the congress center's Technical Departments and charged to the exhibitors. The authorisation to install chairs or tables around the stands may only be granted following an assessment by the organiser. The latter reserves the right to have goods removed from the exhibitors, at the latter's expense, should such give-off harmful or unpleasant odours. Hazardous products or explosives are forbidden.

Art. 23 – Sundry events – No event shall be organised in conjunction with, and during, the forum's opening hours. The distribution of prospectuses outside the stands, the sale of samples or items manufactured during demonstrations, cocktail parties, group meetings, press conferences, etc., are subject to prior written authorisation.

The exhibitor or its servants may not make any demonstrations or approach visitors outside their stand; any questioning, solicitation or approach in the forum's walkways or in the surrounding areas is formally forbidden.

VI – COMMUNICATION

Art. 24 – Within the context of a public relations offer available from the sales team, companies or organisations participating in the Innovact forum may have their logos and/or a presentation text reproduced and distributed on Innovact's communication tools.

Art. 25 – Any and all reservation of communication tools shall be processed in the order of receipt and within the timeframes provided in due time to the exhibitor or participant.

Art. 26 – Exhibitors or advertisers have sole responsibility for their sales offers as regards effective legislation and regulations.

Art. 27 – The organiser reserves the right to accept or reject a communication initiative which is contrary to the spirit of the forum.

Art. 28 – Advertising prices do not include technical expenses. Any cancellation of a communication initiative shall be processed according to the provisions of Article 8 of these general terms of sale.

Art. 29 – All information provided by the exhibitors and participants for the publication of the official catalogue and the business book or for any and all other communication medium, is done so under their responsibility. In the event of failure to comply with the deadlines, the organiser shall not be able to include this information and there shall be no reimbursement in this respect.

Art. 30 – The organiser may not be held liable for reproduction omissions or errors which may occur on one of the communication mediums, regardless of the publication form or method.

Art. 31 – Photography – Photographers are only admitted with the organiser's written authorisation. The organiser may forbid participants and visitors from taking photographs. The same shall apply to any sound or video recording. The exhibitors may forbid photographs being

taken of certain items on the stands, in particular, owing to confidentiality and intellectual property considerations.

Art. 32 – Public address system – The broadcasting of music or, more generally, any soundtrack or visual tape is at the entire responsibility of the exhibitors, in particular, as regards payment of the related royalties. The organiser reserves the right to ban or limit broadcasts which may disturb the other participants or the due and proper functioning of the forum.

VII – SAFETY

Art. 33 – Safety specifications – The exhibitor is bound to sign the safety specifications provided by the Reims Congress Center. Without such signature, the participation shall be cancelled under the conditions set forth in Article 8 of these regulations.

Art. 34 – Safety – The exhibitor is bound to comply with the safety measures imposed by the administrative or legal authorities, by the congress center, and with any safety measures which may be taken by the organiser and notified by the latter.

The organiser reserves the right to verify compliance with these standards. The exhibitor shall be present on its stand during the safety inspection which takes place prior to the forum opening to the general public, the terms and conditions of which are provided to exhibitors.

Art. 35 – Surveillance – The surveillance of the forum is organised under the joint authority of the organiser and the congress center; their decisions as regards application of the safety rules shall be immediately enforced. Exhibitors shall comply with the rules laid down by the organiser; they are responsible for surveillance of their own stands.

The exhibitor benefits from permanent surveillance of its stand by the congress center's security teams. It may not request that surveillance services be provided by an external company, even if it assumes the cost thereof.

VIII – ENTRY

Art. 36 – Access – Exhibitor "passes", providing access to the forum and the exhibitors' car park and invitation cards for "ordinary visitors" (access to the exhibition and conferences only), are issued to exhibitors under the conditions set forth in the technical file. Only the passes, access badges with a bar-code (obtained following registration on www.innovact.com) and the invitation cards issued by the organiser may provide access to the forum.

IX – INSURANCE

Art. 37 – Organiser's insurance – The organiser shall take-out insurance cover against the financial consequences of its civil liability as organiser. Exhibitors may ask to consult a copy of the organiser's insurance policy providing all details in respect of the risk covered and the term of the policy.

Art. 38 – Exhibitors' insurance – EXHIBITOR'S OBLIGATION: Insurance is mandatory. Together with the registration form, the exhibitor shall obligatorily enclose an insurance certificate dating from less than three months ago, which includes "property damage". The latter shall cover all property damage which is the direct consequence of all events due to force majeure or attributable to third party negligence such as theft, fire, water damage, lightning, explosions (whether followed by a fire or not) or any and all other non-intentional cause attributable to the insured party. **The cover shall have been taken-out prior to 19 December 2008.**

Each exhibitor shall remain liable for accidental damage/loss, bodily injury, physical and non-physical damage/loss caused to third parties or to other exhibitors owing to the exhibited goods, equipment or animals, for all personal facilities, whether fixed or mobile, on its stand or for its staff, under the provisions of Articles 1382 to 1385 of the French Civil Code and Articles 1046, 1147 and 1148 of the French Rural Code.

Consequently, it shall take-out a Civil Liability policy with its insurance company under the foregoing terms and conditions for the duration of the Innovact forum.

X – ADVERTISING, PROMOTION

Art. 39 – Catalogues – The organiser reserves the exclusive right to publish a general on-line catalogue, a business book and to sell the latter. The corporate name, address and speciality of the exhibitors and participants in question shall be mentioned therein on the basis of information provided by the latter; they shall have sole responsibility for such information. In the event of an error or omission in the texts, the organiser declines any liability. The content shall be finalised two weeks prior to the start of the event. In the event of failure to reply within the timeframes provided for by the organiser in the "profile" section of the on-line registration system, the exhibitor and/or participant shall be automatically mentioned, in the best interests of the tool's user, but without any guarantee from the organiser as regards accuracy. The organiser reserves the right to accept advertisements from non-exhibitor companies for inclusion in such publications.

In the event of problems owing to force majeure, the organiser declines any liability for the catalogue or business book not being published.

Art. 40 – The organisers may install loudspeakers in order to broadcast advertisements in favour of exhibitors/participants. These two advertising methods are controlled exclusively by the organiser.

Art. 41 – The organiser is responsible for publicising the forum both in France and abroad. It is the sole holder of the publication and sales rights over the exhibitors' catalogue and the participants' business book, and of the advertising-related rights contained in these tools. It may grant a licence for all or part of these rights.

Art. 42 – Invitation cards – Exhibitors are obliged to state their corporate name and the names and addresses of their guests on these cards.

Art. 43 – Innovact logo – The Innovact logo and name are the exclusive property of the *Chambre de Commerce et d'Industrie de Reims et d'Épernay*, and their use is regulated. Any breach of effective legislation shall lead to financial proceedings being instituted by the organiser.

XI – POTENTIAL DISPUTES

Art. 44 – In the event of any dispute, the Administrative Court of Châlons-en-Champagne shall have sole jurisdiction.

Should you fail to accept these General Terms of Sale, the recording of your registration form shall not be validated.