



EXHIBITION SPACE APPLICATION FORM

(Fill in capital letters)

RECEIPT DATE

to be completed by the Organiser

COMPANY'S DATA

Company Name TWINS CORP

VAT Number 830 087 995

TRADE NAME OF THE COMPANY (used on the MYS communication tools) LOEVA

Name of the applicant Jaurey First name Laurent

Job Title CEO

Address 16 avenue du docteur camille delvaile

Post/zip code 64100 City BAYONNE State _____

Country FRANCE

Phone +33 607 234 404 Fax _____

Company's email address CONTACT@LOEVA.ME Website WWW.LOEVA.ME

Company sharing the exhibition space (if any) _____

CONTACT RESPONSIBLE FOR ORGANISING YOUR PARTICIPATION IN THE SHOW

(contact who will receive the information about the Monaco Yacht Show, in particular, the login and password for the exhibitor zone)

Name JAUREY First name LAURENT

Phone +33 607 234 404 Mobile _____

Email address l.jaurey@loeva.me Fax _____

CEO / MANAGING DIRECTOR OF YOUR COMPANY

(these contact details are strictly confidential and they will be used in the case of communications concerning the show or invitations to social events of the Monaco Yacht Show which must be expressly addressed to the director of your company)

Name JAUREY First Name LAURENT

Job title CEO

Direct email address l.jaurey@loeva.me

ACCOUNTING DEPARTMENT

Name Pretotto First name Vanessa

Phone _____ Fax _____ Email address v.pretotto@loeva.me

Billing address (if different) _____

ACTIVITY SECTOR

- | | |
|--|--|
| <input type="checkbox"/> A. NAVAL ARCHITECT / YACHT DESIGNER | <input type="checkbox"/> F. NAUTICAL SUPPLIER |
| <input type="checkbox"/> B. REFIT AND REPAIR SHIPYARD | <input type="checkbox"/> G. FEDERATION / ASSOCIATION |
| <input type="checkbox"/> C. SHIPYARD | <input checked="" type="checkbox"/> H. LIFESTYLE ACTIVITY |
| <input type="checkbox"/> D. YACHT BROKER | <input type="checkbox"/> I. YACHT SERVICE |
| <input type="checkbox"/> E. INTERIOR / EXTERIOR FURNITURE | <input checked="" type="checkbox"/> J. TENDERS / SUBMARINES / WATER TOYS |

For E, F, H and I, please specify:

- | | | |
|---|---|--|
| <input type="checkbox"/> 1 Air-Conditioning, ventilation, heating | <input type="checkbox"/> 27 Glass partition | <input type="checkbox"/> 53 Security equipment |
| <input type="checkbox"/> 2 Aluminium | <input type="checkbox"/> 28 Insurance | <input type="checkbox"/> 54 Share ownership |
| <input type="checkbox"/> 3 Anti-corrosion system | <input type="checkbox"/> 29 Interior & exterior fixture | <input type="checkbox"/> 55 Stabilizer, integrated hydraulic system |
| <input type="checkbox"/> 4 Artist | <input type="checkbox"/> 30 Interior & exterior furniture | <input type="checkbox"/> 56 Stainless steel accessories |
| <input type="checkbox"/> 5 AV equipment | <input type="checkbox"/> 31 Leather & leather accessories | <input type="checkbox"/> 57 Sun blind, mosquito screen |
| <input type="checkbox"/> 6 Aviation manufacturer | <input type="checkbox"/> 32 Light fixture | <input type="checkbox"/> 58 Tableware |
| <input type="checkbox"/> 7 Bathroom, spa, jacuzzi, steam room | <input type="checkbox"/> 33 Linen | <input type="checkbox"/> 59 Taps |
| <input type="checkbox"/> 8 Battery chargers, inverters | <input checked="" type="checkbox"/> 34 Luxury goods | <input type="checkbox"/> 60 Tax consultancy & risk advisory service |
| <input type="checkbox"/> 9 Business aviation & private jets | <input type="checkbox"/> 35 Luxury hotels & destinations | <input type="checkbox"/> 61 Technologies for renewable energies |
| <input type="checkbox"/> 10 Car manufacturer | <input type="checkbox"/> 36 Marble | <input type="checkbox"/> 62 Telecommunication, satellite |
| <input type="checkbox"/> 11 Carpet, rugs | <input type="checkbox"/> 37 Marine engineering, maintenance, conversion, repair | <input type="checkbox"/> 63 Telemedical support |
| <input type="checkbox"/> 12 Computer systems | <input type="checkbox"/> 38 Marine sanitation system | <input type="checkbox"/> 64 Training |
| <input type="checkbox"/> 13 Conciergerie | <input type="checkbox"/> 39 Marine seating | <input type="checkbox"/> 65 Transportation, transit & customs, storage |
| <input type="checkbox"/> 14 Crew management | <input type="checkbox"/> 40 Maritime consulting & management company | <input type="checkbox"/> 66 Travel Agency |
| <input type="checkbox"/> 15 Custom door, deck, gangway | <input type="checkbox"/> 41 Medical equipment | <input type="checkbox"/> 67 Watermaker |
| <input type="checkbox"/> 16 Decorative object, crystal, glass | <input type="checkbox"/> 42 Mooring (anchor, windlass, etc.) | <input type="checkbox"/> 68 Waterproofness, sound enclosure |
| <input type="checkbox"/> 17 Diving equipment & accessories | <input type="checkbox"/> 43 Navigation instrument | <input type="checkbox"/> 69 Wooden pontoon, teak |
| <input type="checkbox"/> 18 Electronic equipment | <input type="checkbox"/> 44 Noise & vibration control system | <input type="checkbox"/> 70 Yacht classification & certification |
| <input type="checkbox"/> 19 Engine, generator | <input type="checkbox"/> 45 Paint, coating, marine varnish | <input type="checkbox"/> 71 Yacht club |
| <input type="checkbox"/> 20 Event agency | <input type="checkbox"/> 46 Ports & marinas | <input type="checkbox"/> 72 Yacht management |
| <input type="checkbox"/> 21 Fair & exhibition organiser | <input type="checkbox"/> 47 Power conversion equipment | <input type="checkbox"/> 73 Yacht management software |
| <input type="checkbox"/> 22 Family Office | <input type="checkbox"/> 48 Propellers, bow thrusters | <input type="checkbox"/> 74 Yacht project management |
| <input type="checkbox"/> 23 Financial services | <input type="checkbox"/> 49 Provisioning | <input type="checkbox"/> 75 Yacht transport |
| <input checked="" type="checkbox"/> 24 Fitness equipment | <input type="checkbox"/> 50 Rigging, winch, mast | <input type="checkbox"/> 76 Yachtwear |
| <input type="checkbox"/> 25 Food & Beverage | <input type="checkbox"/> 51 Saddlery | <input type="checkbox"/> 77 Other (please specify): |
| <input type="checkbox"/> 26 Fuel supplier | <input checked="" type="checkbox"/> 52 Sailing equipment | |

EXHIBITION SPACE DESCRIPTION

- **TENT SPACE / AIR-CONDITIONED TENT SPACE:** including wooden modular floor, electricity, daily cleaning.

No signboard included with this type of exhibition space.

- **TENT SPACE WITH SEMI-EQUIPPED STRUCTURE / AIR-CONDITIONED TENT SPACE WITH SEMI-EQUIPPED STRUCTURE:** wooden modular floor covered with carpet, melamine coated panels, electricity, spotlight rail, signboard, daily cleaning.

- **OPEN AIR SPACE:** for showcasing products (authorisation to be submitted to the Monaco Yacht Show Organisation Committee).

SERVICES

- **Daily cleaning includes:** hoovering the floor, emptying waste-paper bins.
- **Electricity:** power determined by the exhibition space's surface.

EXHIBITION SPACE APPLICATION FORM

EXHIBITION SPACE	Rate per Unit	Unit	Qty	Total in € VAT excl.
TENT SPACE	€ 590	m ²	18	10620
TENT SPACE WITH SEMI-EQUIPPED STRUCTURE	€ 670	m ²		
AIR-CONDITIONED TENT SPACE	€ 695	m ²		
AIR-CONDITIONED TENT SPACE WITH SEMI-EQUIPPED STRUCTURE	€ 775	m ²		
OPEN AIR SPACE (for showcasing products on dock – minimum 3m ²)	€ 390	m ²		
DOUBLE STOREY PAVILION 72M ²	€ 50,200	PAVILION		
COMPANY SHARING AN EXHIBITION SPACE (from 15m ² , just one company is authorised each additional 5m ²) ¹	€ 3,000	COMPANY		
OPEN CORNER ²	€ 650	OPEN CORNER		
DISPOSAL CHARGES (COMPULSORY FOR ANY TYPE OF STAND) to be calculated by multiplying the surface of the exhibition space by the rate per unit ³	€ 9	m ²		
ADMINISTRATION, PROMOTION AND ALL RISK AND CIVIL LIABILITY INSURANCE COSTS	€ 518	1		€ 518

OPTION	Rate per Unit	Quantity	Total in € VAT excl.
PROMOTIONAL FLAG OR SIGNAGE FEE ⁴ Please contact the Organiser for further information.	€ 500		

¹ Please refer to page 4, Article 4.

² It is defined as "Open Corner" the part of an exhibition space with a minimum of two faces without partitions on one or more aisles of the show. The company having obtained an exhibition space with one or more open corners at the 28th MYS 2018 must fill in the box above if it wishes to request an identical exhibition space for the 29th MYS. If this box is not completed, the Organiser considers that the Applicant no longer wants an open corner. Any Applicant wishing to have an open corner for the first time must inform the Organiser by completing the section "Your requests for 2019" on page here below.

³ In addition to the disposal charge, due to the high number of signboard structures left on site after the show, a deposit of € 1,500 is due for a tent space or an air-conditioned tent space. A credit card pre-authorisation must be registered via the MYS secure website <http://registration.convention-online.com/mys/register/cautionregistration.aspx>. The credit card will not be charged unless structure's bulky waste are left on site after the show ends. The caution will be used to pay for collection (booking a dump truck, collection labour, paying the dumping fees, etc.). In case a credit card is not available, the Applicant shall pay the deposit by check. Bank transfers are not accepted. For more details, please refer to article 13 of the general terms and conditions.

⁴ The fee refers to any advertising signage set on the exhibition space (outdoor tents only) or on the quayside during the Show. The fee does not include the rental of the flags which are at the Applicant's charge. Flags are not allowed inside the air-conditioned tents. Tent space: any signboard hung outside the exhibition space is considered as an promotional signage and will be invoiced accordingly.

YOUR REQUESTS FOR 2019

TOTAL TO BE PAID - All companies, French and foreign, must pay the full sum including VAT (at a rate of 20%).

TOTAL VAT EXCL. OF THE EXHIBITION SPACE including the disposal charges, the administration fees and promotional flag or signage (if any)	11138
TVA 20%	2227,6
TOTAL VAT INCLUDED	13365

Deposit 50% of the total amount VAT incl. at the signature

Balance 50% of the total amount VAT incl. by June 30, 2019

If an Applicant fails to pay before the deadline specified, the Organiser can recover the premises for its entire disposal (cf. article 8/c of the general terms and conditions).

TERMS OF PAYMENT:

- ▶ Bank transfer fees will be at the Applicant's expense
 - ▶ Payment must be made in Euros only
 - ▶ Please include the text "in full" while making your transfer
 - ▶ Countries except France and Monaco: payment by bank transfer is mandatory
 - ✓ By check to the order of Monaco Yacht Show S.A.M.
 - ✓ By bank transfer to the order of Monaco Yacht Show S.A.M.
- Specify your company name and invoice number, if any.

Bank: BNP Paribas
 Address: Gildo Pastor Center - 7 rue du Gabian - 98000 Monaco
 Bank code: 30004 Counter code: 09174 RIB : 18
 Account n°: 00010093940 Account holding: Monaco
 IBAN : MC58 3000 4091 7400 0100 9394 018 BIC : BNPAMCM1

<p>I, <u>Laurent Jaurey</u></p> <p>acting as legal representative of the company, acknowledge that, prior to signing on the space below, I have read, understood, and agree to be bound by all the terms and conditions contained in this application form.</p> <p>Date <u>19/06/2019</u> signature</p>	<p>Company's stamp</p>	<p>ORGANISER: MONACO YACHT SHOW S.A.M. Le Suffren - 7, rue Suffren-Reymond 98000 Monaco Tel: +377 93 10 41 70 - Fax : +377 93 10 41 71 Mail: info@monacoyachtshow.mc Website: www.monacoyachtshow.com</p>
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GENERAL TERMS AND CONDITIONS

EXHIBITION SPACE

PREAMBLE:

These general terms and conditions apply to all applications for quayside exhibition spaces at the 29th edition of the Monaco Yacht Show.

The Monaco Yacht Show is an iconic event in the Principality of Monaco and over the years has established itself as an essential meeting in the luxury and superyacht industry.

Every year, a rigorous selection process takes place over a period of several months to choose the companies permitted to take part in the **show**. Participants are required to satisfy a number of conditions before their application to take part can be accepted definitively and in a discretionary manner.

To submit an application, all **applicants** must:

- Collect an application form for a quayside exhibition space;
- Complete the form in good faith and return it duly completed and signed;
- Make an initial payment of 50% of the participation fee as a sign of the **applicant's** commitment;
- Supply supporting documents and references confirming their status and professional experience;
- Have the financial means to pay the participation fee in full;
- Agree to inspections by the Monaco Yacht Show and ultimately to submit to the Monaco Yacht Show's sovereign and discretionary final decision on their application, this decision being an absolute prerequisite for the participation agreement.

The Monaco Yacht Show's final decision to accept an application will be based upon the **applicant's** essential qualities, as any subsequent agreement will be made on an *intuitu personae* basis owing to the special and individual status of each **applicant**.

ARTICLE 1: DEFINITIONS

The term "**Applicant**" means any company or establishment that has completed an application form for an exhibition space during the **show**, or any agent, representative or employee of said company.

The term "**Organiser**" refers to the company Monaco Yacht Show S.A.M. (MYS), a *société anonyme monégasque* (Monegasque public limited company) with a capital of €150,000.00 and registered office at Le Suffren – 7, Rue Suffren-Reymond, MC 98000 Monaco.

The term "**Show**" refers to the 29th Monaco Yacht Show taking place at Port Hercules in Monaco on 25, 26, 27, and 28 September 2019.

ARTICLE 2: APPLICANT

- The **Applicant** expressly acknowledges the *intuitu personae* nature of the admission process, upon receipt by the **Organiser** of his duly completed application form for an exhibition space at the **Show**.
- The **Applicant** must be an experienced professional with an established reputation in the superyacht industry. The **Applicant** must guarantee the highest standards of professionalism and ethics throughout the admission process and during his participation in the **Show**.
- All **Applicants** must be able to provide the **Organiser** upon request with references confirming that they satisfy the essential conditions for participating in the **Show**. If applicable, they must also sign an additional form provided by the **Organiser** for inclusion on a waiting list.
- The **Organiser** will appraise the **Applicant** in a sovereign and discretionary manner (see Article 3e) and reserves the right to select **Applicants**. The **Organiser** is entitled to take into consideration all elements, whether occurring before or after admission, which could affect his appraisal of the **Applicant's** established and acknowledged reputation in the superyacht industry, until the final day of the **Show** (see Article 16A).
- Any **Applicant** who considers he satisfies all of the essential conditions for submitting an application to participate in the **Show** accept full responsibility for the truthfulness of the information he provides and for ensuring that all documents required by the **Organiser** are provided promptly. He undertakes to make every effort to enable the **Organiser** to make any checks he deems necessary, at any time and until such time as the **Show** has ended.

ARTICLE 3: APPLICATION FOR PARTICIPATION

- The application form must state the following information:
 - Company name of the **Applicant**, VAT number,
 - Address, name of his representative,
 - Required exhibition spaces, additional services, price and amount paid.

- Applications will be taken into account and registered only when the duly completed application form has been signed and sent to the **Organiser**, and 50% of the total participation fee (including VAT) has been paid. However, the **Applicant** expressly acknowledges that if his application is registered after the above-mentioned initial payment is made, definitive acceptance of his application will be subject to the **Organiser's** express discretionary approval, pursuant to point (D) below.
- The **Applicant** expressly acknowledges and accepts that participation in past editions neither gives him any right to a particular exhibition space nor entails the acquisition of any right of admission.
- The **Applicant** may not choose his exhibition space, which will be allocated at the **Organiser's** discretion. The **Organiser** will establish the layout of the **Show** and allocate the exhibition spaces. The **Organiser** will send the **Applicant** a proposal indicating the allocated exhibition space, to which the **Applicant** must give his agreement in principle. This agreement in principle must not be treated by the **Applicant** as in any way constituting final acceptance of his application. In any eventuality, the **Organiser** reserves the right to change the layout of the **Show**, the exhibition space and surface area at any time, if made necessary by commercial and technical constraints, in which case no compensation will be due to the **Applicant**.
- Once the **Applicant** has accepted the proposed exhibition space, the application remains subject to final approval by the **Organiser**, who will have sole discretion to decide on the **Applicant's** definitive admission. The **Organiser's** decision on the **Applicant's** definitive admission will be final, and the **Organiser** will not be required to give reasons or justification for his decision as set forth in Article 2 d) and in the provisions of Article 6.
- Any fraction of a m2 will be counted as a whole m2. Completed installations including posts, pillars and areas reserved for cables and connections will also be billed as usable m².

ARTICLE 4: REQUEST TO SHARE AN EXHIBITION SPACE

- By completing the application form, which is by nature *intuitu personae*, the **Applicant** makes a request to rent an exhibition space from the **Organiser** in his own name. The **Organiser** may allow the exhibition space to be shared with one or more companies.
- Companies considered to be sharing the exhibition space include third companies with a presence in the exhibition space, whether such presence is visual, physical, virtual, or takes the form of advertising, exhibition items or brochures, and any third companies promoting their presence at one of the **Show's** exhibition spaces on social networks.
- The application to share the exhibition space must be made by the **Applicant**, who must pay the full amount of the invoice for the sharing of space as stipulated on page 3 of the application form.
- The **Applicant** undertakes to send any company wishing to share the exhibition space a special form, to be complete and signed directly with the **Organiser**, for each company wishing to share the exhibition space. If this form is not signed by the **Organiser**, the **Organiser** will reject the request to share the exhibition space, and this will not affect any additional demand for damages or the consequences for the **Applicant** provided for in Article 16a.
- Companies wishing to share the exhibition space must satisfy the same conditions as the **Applicant** and will be subject to the same oversight and inspection by the **Organiser**. These companies must be able to provide serious references in the yachting industry and proven annual contractual commercial relations (proof of status as a distributor, agent, wholesaler, companies forming part of the same group, etc.).
- The **Organiser** reserves the right to refuse to admit any company wishing to share an exhibition space if the above conditions are not met, and to claim the costs of sharing the exhibition space in the event that one or more companies are identified in the exhibition space during the **Show** without having been declared by the **Applicant**.
- A minimum surface area of 15m² is required in order to share an exhibition space between two companies.
- The exhibition space must be increased in increments of 5m² for each additional company sharing the space (e.g. 15m² > 1 company, 20m² > 2 companies, 25m² > 3 companies, etc.).

ARTICLE 5: PAYMENT TERMS

- A. The rates established by the **Organiser** and published on page 3 of the application form are in euros before tax (VAT at the rate applicable on payment of the balance). Amounts paid in advance will bear no interest.
- B. Payment terms for the **Show** are as follows:
- 50% of the participation fee (including VAT) when the application form is signed in order to register it, by bank cheque payable to MONACO YACHT SHOW S.A.M. (French and Monegasque companies only) or by bank transfer to Monaco Yacht Show S.A.M.'s account, number 00010093940 at BNP PARIBAS, Gildo Pastor Center – 7, rue du Gabian Monaco.
Any application not accompanied by a deposit will not be taken into account and will not qualify for admission.
 - The balance, i.e. 50 % of the amount including VAT, must be paid before 30 June 2019. If the **Applicant** fails to pay the balance, the initial deposit of 50% of the amount including VAT will be forfeited to the **Organiser**.
- C. If the **Organiser** rejects the application submitted by the **Applicant**, the initial deposit of 50% will be refunded.
- D. The participation fee may be subject to change if there is any variation in prices of materials, labour, transport and services, or the costs of tax and social obligations, between the date on which the **Organiser** sets the terms for admission and the date on which the **Show** opens.

ARTICLE 6: NOTICE OF DEFINITIVE ADMISSION

- A. If applicable, the **Organiser** will send the Applicant written confirmation of his definitive admission. This confirmation will take the form of a document entitled "Definitive admission", sent by the **Organiser** separately in PDF format. Definitive admission remains subject to these general terms and conditions, including Article 16a.
- B. The Applicant may not assign or sublet to any party whatsoever any part of the exhibition spaces allocated in the notice of definitive admission, given the *intuitu personae* nature of the relationship between the parties.
- C. The notice of definitive admission may be accompanied by additional terms and conditions, in particular concerning practical and logistical conditions.
- D. The notice of definitive admission grants the Applicant permission to use the exhibition space during the **Show**. It is not renewed automatically year-on-year. Consequently, the Applicant must obtain a new application form each year and repeat the process *intuitu personae* until receiving notice of the definitive admission of his application under the conditions applicable, which are subject to change.

ARTICLE 7: USE OF THE EXHIBITION SPACE

- A. The Applicant may use the exhibition space allocated to him subject to the conditions stipulated in the application form, and in accordance with the intended and permitted use. As a result, the Applicant undertakes not to alter the allocation and layout of the exhibition space without the consent of the **Organiser**, and to refrain from engaging in activities other than those directly related to the purpose of the **Show** and which have been authorised in advance.
- B. The **Organiser** will provide a scale plan showing the dimensions of the exhibition space as accurately as possible. However, the Applicant is responsible for ensuring its compliance before setting up the exhibition space.
- C. If the Applicant wishes to use spaces other than those allocated to him by the **Organiser**, he must submit a supplementary written request, and will be charged for any such use as additional occupancy.
- D. In the event of a change to the surface area or other constraint affecting the layout of the **Show**, the **Organiser** will be entitled to move the exhibition space allocated to the Applicant, without compensation payable to the Applicant.
- E. The "Exhibitor Zone" of the Monaco Yacht Show website (www.monacoyachtshow.com), which includes practical instructions to be followed for organising and coordinating participation in the **Show**, is to be treated as an integral part of the terms and conditions of the application.
- F. The Applicant must abide by all laws and regulations applicable in the Principality of Monaco and all other elements indicated in the "Exhibitor Zone".

ARTICLE 8: CANCELLATION

- A. If the Applicant cancels his participation in the **Show** after the **Organiser** has sent notice of his participation, cancellation fees will be charged as follows and the **Organiser** will be fully entitled to re-allocate the exhibition spaces concerned.

- In case of cancellation by the Applicant before 30 June 2019, the initial deposit of 50% including VAT will be forfeited to the **Organiser**.
 - In case of cancellation by the Applicant after 30 June 2019, payment of the total amount VAT included will be due in full.
- B. If an Applicant sends the **Organiser** a request to reduce his exhibition space's surface area after it has been invoiced and/or confirmed, the participation fees must be paid in full.
- C. In case of insolvency of the Applicant, for any reason and in particular owing to cessation of payments, liquidation or bankruptcy, the participation fees will remain payable and cancellation costs will apply as set forth in Article 8a. The exhibition space freed up as a result will be reallocated by the **Organiser**.

ARTICLE 9: ADDITIONAL PAID SERVICES

- A. Any additional services requested after the application form has been signed must be requested with a purchase order signed by the Applicant. These services must be paid for in full upon receipt of the invoice or according to the payment terms indicated by the **Organiser**.
- B. EXHIBITION SPACE: Any Applicant whose exhibition space has one or more open corners (whether requested on signature of the application or allocated by the **Organiser** based on availability) must pay an additional fee of 650 per open corner. An "open corner" is defined as a part of an exhibition space with a minimum of two open sides on one or more aisles of the **show** and without partitions.
- C. EXHIBITION SPACE SET-UP: A purchase order signed by the Applicant is compulsory for any additional service concerning the exhibition space set-up or any modification of equipment already confirmed.
- Change of wooden floor, carpet, partition panels
 - Ceiling awning and cotton fabric for partition panels
 - Small items of equipment (chains, hooks, etc.)
 - Storage rooms, fascia board, aluminium bar, shelves
 - Air-conditioning
 - Extra electricity
 - Etc.
- D. VISIBILITY: Any signage positioned outside the exhibition space must be declared to the **Organiser** and will be invoiced accordingly.
- Signboard (from the second upwards)
 - Flag
 - Balloons (subject to authorisation by the Department of Forward Studies, Urban Planning and Mobility of Monaco)
 - Signage at the rear of the exhibition space (for outside spaces)
 - Etc.
- E. ACCESS TO PORT HERCULES: Any company not exhibiting a yacht or a tender at the **Show** and wishing to use a private tender as VIP Shuttle for its guests, requiring access to Port Hercules during the event, must pay a fee in order to obtain a pass sticker. The sticker, which must be placed on the tender, will allow access to Port Hercules based on the timetable to be confirmed in summer 2019. The Applicant must refer to the Exhibitor Zone for more information about the rules for access to Port Hercules.

This list is not exhaustive. The Applicant must contact the **Organiser** in order to receive an invoice for any request which could incur additional fees.

The **Organiser** reserves the right to carry out any inspection or check intended to ensure compliance with these provisions.

ARTICLE 10: INSURANCE

- A. Should the areas and services stated in the application form not be available on the appointed day and time for reasons that are beyond the control of the **Organiser**, the **Organiser** shall only be obliged to reimburse the sums received minus any disbursements made by the **Organiser** for the preparation of the **Show**. In case of postponement, cancellation or a reduction in the duration of the **Show**, or whether the **Show** is interrupted for any other reason, the Applicant may make no claim for damages of any sort against the **Organiser** for losses and damage resulting either from preventive measures or from the postponement, cancellation or reduction in the duration of the **Show**, either because of partial or total inaccessibility to the **Show** venue or for reasons beyond the **Organiser's** control.
- B. However, if, for any reason not attributable to the **Organiser**, it becomes impossible to make use of the premises planned for the **Show** and the **Organiser** considers that the event could take place in, or be moved to, another venue of similar quality in the Principality of Monaco, or if, thanks to any other reasonable solution, the **Show** can take place, all agreements between the Applicant and the **Organiser** will automatically be transferred to these alternative places by the **Organiser** with the exception of the surface, dimensions and position of the exhibition spaces for which all substitutions, modifications or new set-ups that the **Organiser** deems to be necessary will apply. The **Organiser** is not held liable for costs or damages resulting from circumstances occurred beyond his control (preventive measures, adjournment, cancellation or reduction in the duration of the **Show**).

- C. The **Organiser** has subscribed an insurance covering its civil liability as well as an insurance covering the **Applicant's** civil liability (damage caused to others) as well as a multi-risk insurance (fire, explosion, water damage and theft) covering the damage suffered by its property.

Warranty is up to Euros 3,050 (excess per claim €500), with an extension for electrical damage of up to Euros 1,525 per exhibitor.

The terms and conditions applying to this insurance cover are listed in the Exhibitor Zone.

The Applicant accepts full responsibility for subscribing to all the necessary insurance policies (including exhibitor liability and property damage) in order to cover all the potential risks mentioned above or to top up the cover and the amounts insured as specified above, and will do so for the entire duration of the event (including set-up and dismantling). The Applicant agrees to renounce to any and all legal action against the **Organiser** and / or his insurers.

- D. Special material or extra equipment brought along by the Applicant must be subject to the prior agreement of the **Organiser** and a complementary insurance policy is to be presented two weeks before the items are delivered to the premises

ARTICLE 11: PERMITS

- A. The Applicant undertakes to obtain all of the necessary legal and regulatory permits for the **Show** and to apply for all necessary administrative and police permits, including in particular traffic permits for out-sized vehicles.
- B. Any company working during the MYS set-up and dismantling period should comply with the Monegasque regulation about working permits.
An authorization request must be sent at latest 45 days before the set-up starts to the Direction de l'Expansion Economique. This authorization is compulsory and companies which fail to present it upon request during the set-up will not be authorized to continue working.
The detailed list of documents to provide is to be found on the Exhibitor Zone.
It is the **Applicant's** responsibility to inform his builders about the procedure to follow to obtain the working permit.

ARTICLE 12: RESPECT FOR LEGAL AND SAFETY PROVISIONS

- A. The **Applicant** must respect and ensure that those persons under his orders respect the laws and regulations which apply to establishments that are open to the public as well as internal security instructions.
- B. The **Applicant** must respect the laws and regulations concerning decency, public order and the good organisation of the **Show**, and ensure that these are respected.
- C. The **Organiser** reserves the right to expel any person whose attitude or clothing is judged to be incompatible with the standing and image of the event or who refuses to comply with the policies in force on the premises. The **Organiser** also reserves the right to refuse admittance to the **Show** to any person without explanation and without engaging the **Organiser's** responsibility.
- D. The **Applicant** must comply with all safety instructions issued by the authorities and / or the **Organiser** in order to avoid the risk of fire or any other security-related incidents. No one may be in possession of the following materials whilst at the **Show**: detonators for explosives, fulminating explosives and all dangerous or harmful substances including flares and fireworks.
- E. The **Applicant** has to respect in any event the regulation concerning intellectual property, by concluding all prior agreements with the bodies concerned for exploiting intellectual property rights during the **Show**. The **Applicant** must settle any right, tax and contribution that may be due in such a way that the **Organiser** is never to be troubled in this respect.
- F. If an infringement has been established by a judicial ruling or if a judicial proceeding is ongoing as regards an intellectual property matter, the **Organiser** is entitled to remove the goods concerned at the exclusive expense of the **Applicant**. Therefore, the **Organiser** reserves his discretionary right to deny any access of the **Applicant** to the **Show**, and to take whatever other measures that it considers necessary.
- G. The **Organiser** is the only owner of all intellectual property rights relating to the **Organiser's** brand and the **Show**. The **Organiser** may grant written permission to **Applicants**, at his own discretion, to use these intellectual property rights in such manner as the **Organiser** may direct.

ARTICLE 13: WASTE MANAGEMENT/ CLEANING - GUARD DUTY

- A. The **Organiser** arranges the cleaning of the venue during the setting up and dismantling period.
- B. Due to the increase of waste materials, a disposal charge is due for all type of exhibition spaces and it is calculated depending on the surface of the exhibition space.
The disposal charge only includes the small items (empty boxes, brochures...).
- C. It is formally forbidden to discard voluminous waste or parts of a structure of the exhibition space on site. The **Organiser** will conduct verifications during the dismantling period.

Companies wishing to discard all or part of their structures after the **Show** must obligatorily order the collection of voluminous waste to the **Organiser's** official provider.

- D. In reference to clause c and in order to prevent any abuse, a caution of €1,500 is demanded if a tent space or an air-conditioned tent space is booked.
A credit card pre-authorisation must be registered via the MYS secure website <http://registration.convention-online.com/mys/register/cautionregistration.aspx>
The credit card will not be charged unless structure's wastes are left on site during the dismantling period.
In case a credit card is not available, The **Applicant** shall pay the caution by check, which will be not cashed and will be sent back or destroyed at his demand in November 2019.
Bank transfers are not accepted.
- E. During the **Show**, a minimum cleaning service is provided on the exhibition spaces each morning (vacuuming the floor, emptying waste paper bins). If the **Applicant** wishes to have his exhibition space cleaned thoroughly, then the **Applicant** must order the service at his own expense.
- F. General surveillance of the venue by night during the set-up and dismantling periods, as well as the **Show** itself, is provided by the **Organiser**. Surveillance begins on the first day of setting up and ends on the last day of dismantling, following the arrival and departure schedule of the exhibition spaces' builders. The **Applicant** is held responsible for the surveillance of his own property, particularly valuable objects on the exhibition space. If necessary, the **Applicant** must order a special surveillance service for the exhibition space if the objects exhibited are of great value. Notwithstanding the security service provided, the **Organiser** may not be held responsible for the disappearance of objects from the exhibition spaces

ARTICLE 14: SETTING UP, DISMANTLING AND EQUIPPING THE EXHIBITION SPACE

- A. Occupation of the exhibition spaces must cease on the specified date and at the specified hour. The opening hours of the **Show** are from 10.00 am to 6.30 pm. During this time-frame, the exhibition space must be occupied by the staff or another duly designated representative of the company occupying the exhibition space.
The air-conditioned tents' doors will be locked at 7 pm. No one is allowed to access the premises after 7 pm.
- B. It is the **Applicant's** responsibility to provide to his builders all the necessary information and rules referring to the set-up of the exhibition space.
Shall the builder not comply with the above mentioned rules, the **Applicant** will be held responsible for the not-conformity of the exhibition space or for any damage caused by his builder.
- C. Any delivery of goods to the exhibition venue must follow the regulations set by the **Organiser**. No exceptions will be allowed to these regulations.
- D. Any extra services must be approved by the **Organiser**. The **Organiser** has appointed service providers for the construction of the exhibition tents and the setting up of the semi-equipped structures. All the exhibition tents and semi-equipped structures must be built by the service providers. The **Applicant** must submit a written request for any exceptions.
- E. The exhibition space, equipment and additional services are licensed on an "as is" basis and the **Organiser** will not be held liable for their existing condition or for their conditions during the period of the licence. The Exhibitor shall return them in the same condition as they were received.
- F. Any extra equipment or decorations used must always be authorised by the **Organiser** and approved by the service provider in charge of the setting up of the tents. It must comply with the security regulations imposed by the Monegasque authorities or implemented by the **Organiser**. Any extra equipment or decorations will be set up under the **Applicant's** control and at his own expense. It must under no circumstances lead to the deterioration of the premises or a delay in set-up.
The **Applicant** must not set-up or decorate his exhibition area in a way that interferes with the daylight, obstructs the view along the alleys or causes any annoyance or disturbance to the other participants in the **Show**.
- G. The use of nails, hooks etc. to fix posters, drapes or paintings from the ceilings and on walls is not allowed, nor is the use of glue to add other items.
Any equipment made available for the **Applicant** which is damaged and needs to be replaced will be charged to the **Applicant**.
- H. Special materials or equipment brought in by the **Applicant** with the agreement of the **Organiser** must be removed according to the conditions stipulated in the participation form. Failing this, the **Organiser** will automatically proceed with their removal. Extra hours / days of occupation will be invoiced to the **Applicant**, without prejudice.
- I. Any damage observed by the **Organiser** during the **Show** is the liability of the Exhibitor.
- J. The **Applicant** is not authorised to display on his exhibition space any advertising material (printed or digital), product or any other promotional items in relation with an individual or company which does not take part in the **Show**.

ARTICLE 15: EVENT AT THE SHOW

- A. Holding an event (cocktail party...) on an exhibition space is subject to the approval of the **Organiser**. The **Applicant** must respect the regulation set by the **Organiser** for hosting an event on his exhibition space. The **Organiser** reserves the right to cancel the event if the **Applicant** does not respect the regulation.
- B. Any company not having an exhibition space in the **Show** is not allowed to be involved in an event organised inside the **Show** venue without the prior authorisation of the **Organiser**. The **Applicant** must make a written request to the **Organiser** to associate a third party to his social event. The **Organiser** reserves the right to accept or refuse the participation of the a third party without justifying the decision. If the request is approved, a fees as assessed by the **Organiser** must be paid by the **Applicant**.
Depending on the duration and type of collaboration established

ARTICLE 16: TERMINATION CLAUSE

- A. The contractual agreement established by the notice of definitive admission will be cancelled by the **Organiser** ipso jure and without compensation for the **Applicant**, without prejudice to the **Organiser's** right to recover any sums due and make any claims against the **Applicant** for losses or damage of any kind, in the event that any of the foregoing provisions are breached (except with the **Organiser's** prior written permission) and specifically in the following cases:
- Force majeure or unforeseen circumstances.
 - Where a fact or wilful act would bring the **Applicant** into disrepute, whether occurring before or after the notice of definitive admission, or where the **Applicant** does not enjoy an established and recognised reputation in the superyacht industry, as provided for by Article 2d.
 - Where the **Applicant's** participation in the **Show** would be detrimental to the **Organiser's** fundamental values, reputation and legitimate commercial interests.
 - Where a third company is present in the **Applicant's** exhibition space without prior permission from the **Organiser** as per Article 4, if the **Applicant** does not immediately vacate the exhibition space at his own expense, without prejudice to any damages that may be claimed from the **Applicant** at fault.
 - Where it transpires that the **Applicant** or the companies sharing the exhibition space are not using the space in accordance with its intended purpose as stipulated by Article 7.
 - Where the exhibition space is not occupied by the **Applicant** at midday on the day before the **Show** is due to open, the **Organiser** reserves the right to retake possession of the space without refund or compensation, and without prejudice to any damages that may be claimed from the **Applicant** at fault.
 - Where the Application fails to pay sums due to the **Organiser** for the occupancy of exhibition spaces within the deadlines stipulated in Article 5b, with any sums paid to be forfeited to the **Organiser** who will retake possession of the spaces provided, ipso jure and with no compensation payable to the **Applicant**.
 - Where the **Organiser** suspects that the funds used by the **Applicant** to pay the participation fee were obtained illegally, in accordance with applicable anti-money laundering regulations and reporting obligations imposed on all **Organisers** collecting monies.
 - Where the **Organiser** is obligated by Monegasque or international law or by a governmental or financial institution to cease all commercial transactions with the **Applicant** or the companies attached to him, notably owing to actions or offences committed by him, or restrictions of any kind relating to the **Applicant's** geographic location.
 - Where the **Applicant** or a company sharing an exhibition space are in violation of the intellectual propriety rules as stated in article 12.
- B. In case of cancellation, the **Applicant** will be notified before the **Show**, by registered letter sent with acknowledgement of receipt, and the cancellation will take effect without notice as from the date on which this letter is sent. During the **Show**, cancellation may be effected by means of simple written notice sent to the **Applicant**.
- C. In case of cancellation, all fees paid by the **Applicant** will be forfeited to the **Organiser**, who will be free to use the exhibition space made available as he sees fit, and notably to admit another company to the **Show**.
- D. The **Organiser** may invoice the **Applicant** for any fees or costs incurred in the enforcement of these terms and conditions (process server, legal costs, etc.).

ARTICLE 17: FINAL PROVISIONS

- A. If the **Applicant** wishes to seek exemption from any provision of these terms and conditions, he must send a written request to the **Organiser** by registered post with acknowledgement of receipt. The **Organiser** reserves the right to accept or refuse any such request for exemption at his own sovereign discretion.
- B. These terms and conditions are governed by the laws of Monaco, both as regards their validity and interpretation, performance, implementation, termination and any consequences thereof. Any dispute concerning the interpretation or performance of these terms and conditions will be subject to the sole jurisdiction of the courts of the Principality of Monaco.