Terms & Conditions of Participation
for Schneider Electric Innovation Summit The Netherlands 2022

Innovation Summit The Netherlands 2022 ("the SE Event") is organized by Schneider Electric The Netherlands B.V. (hereinafter "Schneider Electric"), a company organized under the laws of The Netherlands, having its registered office at the Taurusavenue 133, 2132 LS Hoofddorp.

Schneider Electric is organizing the SE Event during the following period: 21 and 22 September 2022 at the following place: Inspyrium, Cuijk.

Any reference in these Terms & Conditions to affiliates of Schneider Electric shall mean a reference to any corporation, company or other legal entity that is directly or indirectly (i) controlling Schneider Electric, or (ii) controlled by Schneider Electric, or (iii) under common control with Schneider Electric, and the term "control" shall, for the purpose of this definition, mean the direct or indirect ownership of more than 50% of the stock capital and/or of the voting rights. Notwithstanding the aforesaid definition, AVEVA Group Plc. and all its subsidiaries shall not be deemed as affiliates of Schneider Electric.

Registration

Upon your receipt of an invitation from Schneider Electric to participate to the SE Event, you may choose to participate by registering to the SE Event's online registration platform.

Invitations to the SE Event do not bind upon or create any obligation of Schneider Electric with respect to the organization of the SE Event. In particular, if for any reason a maximum capacity of participants to the SE Event is defined by Schneider Electric and the maximum capacity of registrants is reached, Schneider Electric reserves the right to refuse any additional registration for participating to the SE Event.

Invitation is individual and personal to you, therefore if you cannot attend the SE Event and wish such invitation to benefit any other individual person in your company or organization, you will need to ask Schneider Electric to send an invitation to such other individual person you will designate in your company or organization. Such other person may participate to the SE Event subject to his/her acceptance of these Terms & Conditions upon registering to the SE Event's online registration platform.

In case the SE Event is held as a virtual event taking place online (meaning without any physical presence of any organizer, speakers or participants), you shall be considered as a valid participant once you have completed your registration on the SE Event's online registration platform and have accepted these Terms & Conditions and you then log in the dedicated area on said platform to join the virtual SE Event.

Your registration as a participant to the SE Event is subject to your acceptance of these Terms and Conditions of Participation ("Terms & Conditions"), to the exclusion of any other verbal or written terms or agreement between Schneider Electric and you in relation with the same subject matter unless otherwise expressly defined in these Terms & Conditions.

You shall be invited on the SE Event's online registration platform to confirm your acceptance of these Terms & Conditions by clicking on the appropriate button or check box presented with these Terms & Conditions.

Once your registration is submitted via the SE Event's online registration platform, you will receive a confirmation email.

By participating to the SE Event, you acknowledge that you have read, understood and accepted these Terms & Conditions and that you agree to be bound by its provisions.

Schneider Electric shall have the right, at its sole discretion and at any time, to change or modify these Terms & Conditions and the updated Terms & Conditions shall be effective immediately upon being posted posting to the SE Event's online registration platform.

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Description and Organization

The information on the SE Event, that will be provided to you either on a Schneider Electric web landing page or on the SE Event's online registration platform, is available at https://events.se.com/innovationsummitthenetherlands2022/ and may be subject to last-minute adjustment by Schneider Electric.

Participation to the SE Event is accessible free of charge: no fee or other payment whatsoever will be asked to the participants for attending the SE Event.

Schneider Electric, at its sole discretion, reserves the right to amend all aspects of the SE Event, including, but not limited to, the dates and/or place of the SE Event, the name of the SE Event, the topics, the scheduled contents and/or the speakers, including the cancellation of the SE Event, which, if applicable, will not give rise to any compensation to any person having received an invitation or having registered as participant to the SE Event. Should any aspects of the SE Event be amended, Schneider Electric or its designated third-party service providers supporting the organization of the SE Event, will do their best efforts to notify as soon as possible any person having received an invitation or having registered as participant to the SE Event.

Participation and Data Protection

An identification badge must be worn to access the conference rooms and exhibition areas of the SE Event. Any person without a badge will be refused access to such areas. In the event of overcrowding, and for safety reasons, the organizers (whatever Schneider Electric employees or third-party service providers acting on behalf of Schneider Electric) reserve the right to deny access to conference rooms and/or exhibition areas. The internal rules applicable in the conference and exhibition areas shall apply without reservation to all participants (such as for instance no smoking in the areas).

The SE Event is organized in a spirit of open-mindedness which allows everyone to participate. The organizers are however vigilant with regards to the smooth running of the SE Event. Any failure to observe the defined rules or any behavior likely to disrupt the SE Event, may be reported immediately to the organizers present on the site. Schneider Electric reserves the right to definitively exclude from the SE Event any person whose behavior is deemed unacceptable upon reasonable assessment by the organizers.

Schneider Electric has adopted the policies and practices of data protection described in these Terms & Conditions and in its Data Privacy policy available at https://www.schneider-electric.com/en/about-us/legal/data-privacy.jsp A specific privacy notice for the SE Event is available at https://www.se.com/ww/en/about-us/legal/data-privacy.jsp

When you register to the SE Event, you will be provided with an option to receive news and commercial information from Schneider Electric and its affiliates via electronic means such as email.

Schneider Electric may also use your contact information (full name, job title, company, email address, mobile number, country) to contact you after the SE Event in relation with the follow-up of the activities performed during the SE Event. If you do not wish Schneider Electric to contact you or you desire to exercise any data subject rights, like consent´s withdrawal, please communicate this directly to Schneider Electric at: Global-Data-Privacy@schneider-electric.com

Except as described herein, Schneider Electric shall not sell, rent or otherwise share or disclose your private, personally identifiable information to third parties.

Image rights

You are hereby informed that Schneider Electric and/or any third-party service provider appointed by Schneider Electric, will be taking photographs and/or video of groups of participants to the SE Event as part of general views of the conference rooms, exhibition halls hosting the SE Event and the activities conducted during the SE Event. .

By participating to the SE Event, it is therefore possible that photographs or video showing you as part of a group of participants may be taken or filmed during your attendance to the SE Event. Photographers and other third-party service providers appointed by Schneider Electric will respect your choice if you signal that you would prefer not to have your picture taken as a close-up.

By accepting these Terms & Conditions, you agree that such photographs or video showing you as part of group(s) of participants, may be made by Schneider Electric or third-party service providers acting on its behalf during the SE Event, and You authorize Schneider Electric to use and reproduce such photographs or video (and allow its third-party service providers to do so), without paying or otherwise owing you any amount or other consideration of any nature whatsoever, ,

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for the sole purpose of publishing such photographs or video on Schneider Electric' or its affiliates' websites, paper editions (free or paid distribution), newsletters, press releases, social networks or in other forms of communication or media format that Schneider Electric may choose to illustrate either of:

(i) Schneider Electric's or its affiliates' internal and external communication campaigns related to the SE Event, or
(ii) Internal or external communication materials developed in relation to any other internal or external events subsequently organized by Schneider Electric or its affiliates,

in either case at country, regional and/or international level(s).

You further agree that Schneider Electric will keep photographs and videos of groups of participants as needed to perform the purpose described above, taking into consideration the nature of these Terms & Conditions as well as legal requirements and statute of limitations applicable hereunder.

The foregoing provisions under this section shall apply to the fullest extent permitted under the law governing these Terms & Conditions and without prejudice to statutory rights protecting the image of a person which, as the case may be, benefit any participant under public order laws and regulations applicable in the concerned participant's country or state of residence at the time of the SE Event.

For any participant acting as a speaker during the SE Event, a dedicated Speaker Engagement Agreement including but not limited to the speaker's rights on his/her image, will be submitted to such speaker's acceptance separately from and in addition to these Terms & Conditions.

Intellectual property

Any information, content and materials provided to you or otherwise produced and/or exhibited or displayed by Schneider Electric during the SE Event through your registration and/or attendance to the SE Event, including but not limited to all images, designs, photographs, writings, graphs or data, hereinafter referred to as "SE Event's Materials", are and shall remain the property of Schneider Electric, its affiliates, its partners or its/their licensors ("IP Owners") and are, as applicable, protected by copyright, trademark, trade secret, patent or other intellectual property rights. No right or title to any SE Event Material is granted, transferred or otherwise conveyed to any participant to the SE Event. SE Event's Materials cannot be reused by the participants for any purpose whatsoever without prior written agreement of its/their IP Owner(s).

Registering for and attending the SE Event does not grant you any right to make any use, reproduction, representation or exploitation of the company name of Schneider Electric or its affiliates or any of its/their tradenames, logos, brands or trademarks, each and any of the same is and remains sole and exclusive property of Schneider Electric or its affiliates.

Leads Capture and Confidentiality

In addition to employees of Schneider Electric or its affiliates who may be entrusted with the mission to conduct leads capture activity (as defined below) at the SE Event, Schneider Electric may at its discretion propose to any participant to the SE Event it will consider appropriate to conduct such activity, to be appointed as "Leads Capture Participant" for the duration of the SE Event: such proposal will be made before the SE Event starts.

Participants accepting the proposal to conduct leads capture activity during the SE Event, will have the role of meeting or otherwise contacting other participants to the SE Event and collect, through communication tools and materials provided by Schneider Electric, any expression of interest or potential business opportunities that such other participants (hereinafter "the Interviewed Participants") may decide at their sole discretion to disclose with regard to Schneider Electric or its affiliates' products, services or solutions and/or, as the case may be, any information related to business projects that the Interviewed Participants may have in fields of activity where Schneider Electric, its affiliates and/or the Leads Capture Participants may be active or in development (hereinafter referred to as the "leads capture").

The company name of the Leads Capture Participants will be expressly identified at the start of the SE Event to the other participants.

The information collected from Interviewed Participants by Schneider Electric or its affiliates through the above defined leads capture process will be disclosed by Schneider Electric and/or its affiliates only to the Leads Capture Participants selected by the Interviewed Participants, to the exclusion of any other third-party, and such disclosure will be made for the sole purposes to facilitate the opportunity for Schneider Electric, its affiliates and/or the Leads Capture Participants to enter in contact and pursue further business discussions with the Interviewed Participant during or after the SE Event in relation with their respective field of business.

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Participants acknowledge that Schneider Electric shall, and cause its affiliates to keep in strict confidentiality during ten (10) years from the last day of the SE Event any Confidential Information received by Schneider Electric in accordance with the foregoing or from discussions between the Leads Capture Participants and Schneider Electric or its affiliates in result of the above defined leads capture activity.

In case any Interviewed Participant expressly identifies to Schneider Electric that any Confidential Information it disclosed to Schneider Electric or its affiliates in the course or in result of such leads capture activity, constitute a trade secret of the Interviewed Participant within the meaning of the laws applicable in the country / state where it is incorporated as a company or otherwise has its registered office or principal place of business, Schneider Electric and its concerned affiliate's obligations of confidentiality and restricted use defined under these Terms & Conditions shall remain in full force and effect with respect to such identified information for as long as it remains a trade secret under said country / state applicable laws.

Participants are further informed that Schneider Electric shall execute with each Leads Capture Participant a non-disclosure agreement imposing the same confidentiality and restricted use obligations to Leads Capture Participant with regard to any Interviewed Participants' Confidential Information received or otherwise accessed by Leads Capture Participant in the course of the above defined leads capture activity.

As used in these Terms & Conditions, the term "Confidential Information" shall mean any information received from any Interviewed Participant in the course or in result of the leads capture activity, during or after the SE Event, through the communication tools and materials provided by Schneider Electric or its affiliates, either in writing, electronically, orally or visually, such as but not limited to technical, financial or business information, plans, designs, concepts, techniques, methods, processes, procedures, know-how, materials, prototypes, or samples.

The obligation of confidentiality and restricted use defined above shall not apply to the information which Schneider Electric or its concerned affiliate, can prove:

(a) It is or becomes part of the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of Schneider Electric or its concerned affiliate; or

(b) It is already known to Schneider Electric or its concerned affiliate as evidenced by written documentation in its/their records; or

(c) It has been lawfully received by Schneider Electric or its concerned affiliate from a third party having no restriction on disclosure towards the concerned Interviewed Participant; or

(d) It is independently developed by Schneider Electric or its concerned affiliate without the benefit or use of any Confidential Information disclosed by the Interviewed Participant, as evidenced by written documentation in its/their records; or

(e) It is approved for disclosure by prior written consent of the Interviewed Participant to Schneider Electric or its concerned affiliate; or

(f) It is legally required to be disclosed by Schneider Electric or its concerned affiliate in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that, as far as legally possible, Schneider Electric or its concerned affiliate, promptly after becoming aware of such requirement, shall notify thereof the concerned Interviewed Participant so as to give the latter the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidentiality.

Schneider Electric shall not bear any liability with regard to any discussion, relationship or transaction which may be pursued or entered into at any time whatsoever between any of the Interviewed Participants and the Leads Capture Participant(s) having contacted and, as applicable, pursued further business discussions with such Interviewed Participants during or after the SE Event in the course of the above defined leads capture activity.

Liability

To the extent permitted under applicable law such as to the exclusion of liabilities which cannot legally be excluded or limited by way of contract, Schneider Electric's total and aggregated liability arising out of or in connection with these Terms & Conditions and the SE Event - whatever the legal ground for liability - is limited to direct damages suffered by participants and caused by willful misconduct or gross negligence of Schneider Electric. Schneider Electric and its affiliates shall in no case be liable for any indirect, incidental, special, punitive or consequential damages suffered or incurred by any participant or the legal entity or organization represented by or otherwise employing the participant, such as but not limited to loss of revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of reputation or waste of management or office time, arising out of or in connection with the SE Event and/or the participant's attendance to the SE Event.

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Applicable law and disputes resolution

These Terms & Conditions shall be governed by and construed in accordance with the laws of The Netherlands, to the exclusion of its conflict of law rules and principles.

Any disputes arising out or in connection with the interpretation, the validity or the performance of these Terms & Conditions or otherwise related to the SE Event, will be submitted, in the absence of an amicable agreement within a period of thirty (30) days from the initial notification of the dispute by the first party to take action, to the exclusive jurisdiction of the competent courts of The Netherlands to the exclusion of any other jurisdiction, including in case of plurality of defendants, injunction-like or emergency proceedings.

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