

GENERAL PROVISIONS

Article 1 - General

Franchise Expo Paris, put under the authority of the French Franchise Federation, is organised by RX France. The Exhibition is open to French and foreign professionals and the general public, and specifically:

- ✓ potential candidates (manufacturers, distributors, existing tradesmen) who are interested or wish to invest in franchising or sales networks;
- ✓ all professionals interested in the development of franchising or organised commerce (developers of shopping centres, architects, designers, manufacturers, bankers, journalists, advertising agents, IT experts, representatives of international chambers of commerce, economic and social partners, representatives of international ministries of tradesmen and industry);
- ✓ tradesmen and manufacturers that already hold franchises;
- ✓ the general public who are more or less specifically interested in franchising and organised commerce.

1.1 Role of the Organiser – The exhibitor acknowledges the organiser's role as overall coordinator of the fair with respect to its participants (exhibitors, visitors, etc.) and other associates (public authorities, service providers, etc.). The terms and conditions of organisation of the fair, notably the dates the fair will be held (within the limits specified in 1.2 hereinafter), the opening and closing times of the fair, the venue(s) where the fair is held, and the visitors authorised to attend are determined by the organiser and may be unilaterally modified by it.

The exhibitor acknowledges that the organiser must be able to adapt the fair as circumstances dictate, notably within the conditions provided in articles 1.2 and 1.3 herein.

1.2 Postponement of the Fair – In terms of the dates that the fair will be held, provided reasonable prior notification has been given, except in situations of urgency, the Organiser may postpone the fair within the limit of (i) 6 months following the period initially scheduled, for annual fairs, or (ii) 12 months, for biennial fairs. In this case, the exhibitor's application form will be automatically and entirely transferred to the new dates of the fair. The organiser will retain the deposits paid by the exhibitor and the exhibitor shall remain obligated to pay the remaining amounts due for their participation in the fair, in accordance with the modified payment calendar.

In the event of postponement of the fair beyond the above-mentioned limits, the exhibitor shall have the option of either requesting the refund of the deposits paid to the organiser (following deduction of the amount corresponding to the Registration Pack) or requesting the transfer of its participation to the new dates of the fair as per the above-mentioned conditions.

1.3 Cancellation of the Fair

Besides the dispensatory conditions provided by the organiser in the application form, the following terms and conditions shall apply in the event of cancellation of the fair.

If the organiser observes that the fair cannot take place within the conditions foreseen owing to exceptional circumstances, whether or not these constitute a case of force majeure as per article 1218 of the French Civil Code and, in particular, whether or not these are entirely unpredictable (such as fire, flood, storm, destruction or unavailability of the venue(s) or location(s) where the fair is to be held, accident, incidental case, strike action at the local or national level, riots, risk of safety, terrorist threat, administrative ban or closure, health situation, potential consequences of the Covid-19 epidemic, cancellation of the participation of a significant proportion of the exhibitors, restriction of movements of exhibitors or visitors, etc.), the organiser may notify the cancellation of the fair. In this case, the application forms will be cancelled and any amounts paid to the organiser that are still available after the external costs incurred by the organiser as at the date of notification of the cancellation, will be divided among the exhibitors, on a pro-rata basis according to the amounts paid by each of them.

This paragraph applies notwithstanding article 1218 of the French Civil Code, which it expressly derogates from as necessary.

Should the organiser be obliged to cancel the fair if he observes an insufficient amount of registrations, and unless this cancellation is the result of circumstances laid down in the paragraph above, the exhibitor will be reimbursed the amounts paid to the organiser.

1.4 As a result of the terms provided above, in the event of modification, postponement, or cancellation of the fair, the Parties agree that there shall be no recourse to application of the legal provisions relative to breach of contract (articles 1219 and 1220 of the French Civil Code).

1.5 In the event of modification, postponement, or cancellation of the fair irrespective of their circumstances or motivations, the exhibitor may not claim any form of compensation from the organiser, except in the event of gross misconduct by the organiser.

1.6 The exhibitor entrusts the organiser with the task of determining whether or not the fair must be interrupted or evacuated in the event of a threat to public safety and agrees not to institute proceedings against the organiser after the fact.

1.7 The exhibitor agrees to comply with and require compliance with the specifications of the technical file that will be delivered to them or available for consultation online or on the exhibitors' extranet.

The exhibitor is liable, with respect to the organiser, for the non-compliance of the specifications imposed by the owner or

leaseholder of the venue(s) or location(s) made available by the organiser for the fair.

1.8 The organiser shall not be held liable when the stipulations of the present general terms and conditions are applied.

1.9 At all events, the payments made in preparation of the fair shall remain exclusively incumbent on the exhibitor.

PARTICIPATION

Article 2 - Conditions for participation

2.1. French and foreign firms presenting a franchise or organised commerce concept or capable of contributing to the development of franchising and organised commerce and which fall within the categories covered by Franchise Expo Paris shall be allowed to exhibit.

In exceptional circumstances, a firm which would be not inclined to put on the market franchising or sales networks, could be authorized by the French Franchise Federation to submit its application for admission.

The exhibitor may only show the concepts or services listed in its application for admission and complying with the categories at the Exhibition on its exhibition space. It may not advertise non exhibiting firms in any form whatsoever.

The offer presented by exhibitors must comply with public policy and current laws. Accordingly, exhibitors are strictly prohibited from exhibiting illegal products or products from illegal activities. It is also prohibited for any persons not authorised by law to propose services or products from regulated activities. Legal action may be brought against exhibitors who breach these provisions without prejudice to any measures taken by the organiser in order to end this breach.

Exhibitors accept full liability for their products and actions in relation to third parties: the organiser cannot, under any circumstances, be held liable. In the case of a claim made by a third party against the organiser concerning an act or product of an exhibitor, the exhibitor shall indemnify the organiser for all costs reasonably incurred by the organiser for its defense and any court ruling it may sustain thereto.

2.2. Surveillance of equipment - Liability

Artworks and all of the elements and equipment brought to its stand throughout the fair shall remain the exhibitor's sole responsibility and risk 24 hours a day, 7 days a week, during transport to and from the venue (stand included), handling, installation, and dismantling included. Under no circumstances shall the organiser be held liable concerning any of these elements.

The exhibitor expressly accepts sole responsibility for all of the risks that the above-mentioned elements and equipment may be exposed to. While respecting the security regulations, (s)he must take all measures likely to protect the artworks and equipment against said risks; under no circumstances shall these measures be incumbent to the organiser. It is notably the exhibitor's role to decide the conditions of surveillance of said artworks and equipment (safe, secure glass case, assigning of its own guards at the stand, etc.). Insofar as necessary, all of the above shall apply through express exemption from any conflicting legal provision(s).

Article 3 – Application forms

3.1 Any person wishing to exhibit must present an application form to the organiser. Unless the organiser does not accept the application, the submission thereof shall be a binding commitment to pay the totality of the cost of the provision of the coordination services and related costs.

3.2 Online application forms

Any person that wishes to exhibit must submit an application form. Unless the organiser refuses the application, the registration of this application form constitutes a firm and irrevocable commitment to pay the totality of the cost of the provision of the coordination services and related costs. Once the application form has been submitted online, the exhibitor must ensure that the username and password (or encrypted URL where applicable) that was communicated by the organiser are in fact used by a representative of the exhibitor who is duly authorised to engage the exhibitor's liability. The username and password (or encrypted URL where applicable) are strictly personal and cannot therefore be shared with any third parties. The exhibitor must ensure that it is kept safe and confidential. Any submission of an application undertaken by means of the username and password (or encrypted URL where applicable) shall be deemed to have been made by a duly authorised representative of the exhibitor. By express agreement between the Parties, it is agreed that the use of the username and password (or encrypted URL where applicable) by the exhibitor for the online submission of an application form equates to the exhibitor's signature as defined by the provisions of section 1316-4 of the French Civil Code and hence acceptance of the provisions of said application form, which includes the provisions of the present general regulations. By express agreement between the Parties, it is agreed that this signature is to be conclusively deemed reliable.

Article 4 - Control of admissions

A Validation Committee, equally made up of French Franchise Federation's members and of the Organiser's representatives, shall receive the applications and shall decide upon the admissions without being obliged to justify his decisions concerning applications.

In the event that participation is refused, any sums paid by the party having presented an application of participation will be repaid, after deduction of administrative expenses incurred by the organiser and which remain due to him. The same provision applies to a party having presented an application of participation placed on the waiting list, to whom

an exhibition space cannot be allocated for lack of available space when the Exhibition opens.

The Validation Committee may, after consideration of the pre-contractual information pack specified by article 1 of the law of 31/12/89 (Doubin Law) (Dossier d'information précontractuelle – D.I.P.), ask for any further document.

Failing the pre-contractual information pack, as concerns the foreign exhibitors, application forms must be accompanied of the following items :

- a faithful attestation testifying of a thorough knowledge of the legal aspects of franchising in France, and of the exhibitor's commitment to the loi Doubin;
- an attestation, delivered by the F.F.F. ;
- or
- a legal opinion regarding the reputation of the exhibitor's brand and system and his commitment to the loi Doubin.

Admission shall be signified by official notification from the organiser to the exhibitor.

Despite initial acceptance by the organiser and even after allocation of an exhibition space, the organiser is allowed, without restriction, to cancel an application of participation from an exhibitor whose affairs are, for whatever reason, administered by, or with the assistance of a trustee in bankruptcy.

This applies notably to any application by a company apparently in cessation of payments between the date of the application and the Exhibition opening date. However, where a company is authorised by a court to continue its operations, the organiser may, of his will, decide to maintain the application.

Article 5 – Use of the exhibition space

Without the organiser's prior consent in writing, an exhibitor, within the framework of the provision of coordination services he has acquired, shall not transfer, sub-let or share, with or without payment, all or part of the space or services that have been allocated to him within the Fair.

Nonetheless, several exhibitors may be authorised to make a joint presentation, provided that each of them has obtained prior permission from the organiser and has submitted a joint attendance request.

Article 6 - Withdrawal

In the event of withdrawal or non-occupancy of the exhibition space for any reason whatsoever, or in the event of cancellation of equipment for the stand and various options, amounts partially or fully paid and/or outstanding, for the organisation service and incidental costs, are the property of the organiser even if another exhibitor uses the exhibition space.

An exhibitor shall be deemed to have withdrawn if, for any reason whatsoever he should fail to take possession of his exhibition space 24 hours before the day on which the Exhibition is due to open. The organiser may therefore dispose of the defaulting exhibitor's exhibition space and may remove any visual communication regarding the defaulting exhibitor's products and the latter shall have no right to claim a refund or compensation.

This article does not apply to international exhibitors who do not have representation in France and who are prohibited from entering the French national territory as at the date of the fair owing to a French statutory provision or its country of residence, implemented within the framework of the fight against the spread of Covid-19. In this case, the exhibition shall refund the total deposits paid (following deduction of the corresponding amount of the Registration Pack).

FINANCIAL CONDITIONS

Article 7 – Price of the coordination services

The price of the coordination services is decided by the organiser and may be revised by the organiser if there is a modification to tax charges.

Article 8 – Terms of payment

Payment for the coordination services and other associated costs is to be made by the settlement dates and by methods established by the organiser.

For any late attendance request, the first payment is equal to the sums already payable on the attendance request date. The same applies to exhibitors on the waiting list who are belatedly allocated an exhibition space.

Article 9 - Failure to pay

If an exhibitor should fail to pay on due dates and by the specifications stipulated in the preceding article, the organiser shall be entitled to apply the conditions contained in article 6 "Withdrawal"

Moreover, any late payment shall also entail the application of interest at the Eonia rate increased by five (5) points. This interest shall be due as of right, and shall be calculated against the aforementioned sum from the date upon which the payment should have been made until the effective date of payment.

A recovery fee of 40 euros will be automatically due to the organiser in case of any failure to pay on due dates. Such fee will be owing in addition to any indemnity due to the debtor.

EXHIBITION SPACES

Article 10 - Management by the organiser of allocation of exhibition spaces to the exhibitors

The organiser draws up the show plan and allocates the exhibition spaces freely, taking account if possible of the requests made by the exhibitor, of the type of products and/or services he presents, the layout of the exhibition space that he proposes to install, as well as, if necessary, the date of registration of the attendance request.

An exhibitor is notified of the location of the exhibition space allocated to him by means of a plan. This plan gives the characteristics of the exhibition space as precisely as possible.

Due to its role in coordinating or organising, the organiser may be forced to modify the size and layout of the space requested by the exhibitor. Such modification shall not entitle the exhibitor to unilaterally terminate his engagement to participate.

The organiser is not liable for any difference between the characteristics given on the plan and the actual measurements of the exhibition space.

The organiser cannot under any circumstances either reserve a position or guarantee the same position from year to year. Furthermore, attendance of previous events does not give the exhibitor any rights based on this previous attendance.

Article 11 - Installation and decoration of exhibition spaces

The installation of the exhibition spaces is designed in accordance with the general plan drawn up by the organiser.

Exhibitors are solely responsible for the specific decoration of their own exhibition spaces. They shall comply with safety regulations issued by the public authorities and adhere to the general layout for the decoration and signage chosen by the organiser.

The organiser decides the specifications of how visual information is displayed and the conditions governing the use of all sound, light, or audiovisual techniques, as well as the conditions under which all promotional activities, performance, or surveys may be carried out within the confines of the Fair.

In the same way, the organiser decides on the conditions in which photography or sound recording is authorised within the confines of the Fair. The organiser may make its permission dependent on the signing, by the attendee, of a licensing agreement for the promotion of the Fair.

The organiser reserves the right to require that any fitting detrimental to the general appearance of the Fair, to neighbouring exhibitors or the public, or which does not conform to the layout and model submitted for its prior approval, shall be removed or modified. The organiser may withdraw an authorisation already granted in the event of hindrance caused to neighbouring exhibitors, to circulation, or to the running of the Fair.

Promotional announcements and recruitment, irrespective of the fashion in which they are conducted, are strictly prohibited.

Prospectuses, brochures, catalogues and/or documents relating to the products and brands exhibited, may only be distributed by exhibitors on their stand. Their distribution on the event site and in its immediate surroundings is strictly prohibited.

Article 12 - Restoring sites to their original state

The organiser declines all liability for structures or installations built by exhibitors.

Exhibitors shall accept and leave the sites as delivered, and shall be liable for any damage, in particular to venue rooms and venue equipment, caused by themselves or by their installations, equipment, or goods.

ASSEMBLY / DISASSEMBLY DEADLINES

Article 13 - Assembly and disassembly of the exhibition space

The organiser sets the schedule for the assembly and disassembly of the exhibition spaces prior to the opening of the Fair and for the removal of products, as well as the deadlines for leaving the sites tidy after the Fair.

The exhibitor guarantees that its installation team will arrive in sufficient time, prior to the disassembly deadline, in order to enable the proper return of the site in its initial condition, within the deadline set by the organiser.

The exhibitor unreservedly accepts that the organiser may authorise, at the exhibitor's expense and risk, the completion of any work that has not been carried out by the exhibitor within the deadlines set and that the organiser shall not be held liable for any total or partial damage or losses during such operations.

In the event of non-disassembly of the stand by the exhibitor within the given deadlines, the organiser shall be entitled to destroy the stand without being held liable to the exhibitor for the value of the goods and components of the stand that are destroyed.

Furthermore, failure by an exhibitor to meet the stand occupancy deadline authorises the organiser to claim the payment of late-occupancy penalties and damages.

Article 14 - Specific authorisations

Any installation of machines, equipment, or structures that cannot be carried out without using exhibitor space allocated to another exhibitor may only be done with the authorisation of the organiser and on the date of its choosing.

Article 15 - Goods

Each exhibitor personally provides for the transport and receipt of goods delivered to it. It must follow the organiser's instructions regarding goods delivery and pick-up regulations, particularly regarding movement of vehicles and service providers on the show premises.

Products and equipment installed on the show premises cannot, on any grounds whatsoever, be removed during the show.

CLEANING

Article 16 - Cleaning

Each exhibition space is cleaned in accordance with the conditions and at times notified by the organiser to the exhibitor.

INSURANCE

Article 17 - Public liability insurance

17.1 - Organiser's public liability insurance

The organiser subscribes to an insurance policy covering the financial consequences of its public liability in its role as organiser.

Exhibitors may ask the organiser to provide them with an insurance certificate specifying the nature of the risks covered, the limits of the cover, and the period of cover.

17.2 - Exhibitor's public liability insurance

The exhibitor must take out an insurance policy covering the financial consequences of its public liability as exhibitor and, particularly, liability it is likely to incur to any third parties including the companies that own and manage the premises on which the show is held, during the entire show (including assembly and disassembly periods). This insurance must be taken out with a company well known to be solvent and must cover the exhibitor for sufficient amounts.

The exhibitor agrees to send a copy of this policy to the organiser upon first request therefrom.

Article 18 - Exhibitor's comprehensive insurance

Exhibitors must be insured via the organiser against risks to the items presented.

This comprehensive insurance covers casual loss or damage to goods belonging to an exhibitor or goods under his or her responsibility. The coverage shall take effect from the moment said items are deposited at the exhibition space of the exhibitor. The coverage shall be terminated from the moment said items leave the exhibition space at the end of the event.

The following are covered, within the coverage limit of €15,000:

- Items exhibited, display equipment, furniture, and all other goods intended for inclusion within the exhibition space;
 - Hired or borrowed property, including the exhibition space or the exhibition module supplied by the exhibition organisers,
 - Audiovisual material and plasma/LCD screens.
- The exhibitor may take out additional optional coverage (see terms in the Exhibitor Guide) by contacting the insurer.

Article 19 - Exemption clauses and exclusions

A - For the coverage stated in paragraph "Comprehensive risk insurance for exhibition spaces and items exhibited" of article 18, the allowance is:

- 500 euros per claim and per exhibitor (in the case of theft).
- 250 euros per claim and per exhibitor (in the case of breakage of fragile items).

B - The main exclusions from coverage are (non-exhaustive list):

- (a) War, civil war, foreign enemy invasion, revolution, confiscation of property, nationalisation, orders given by any government or any public or local authority, radioactive contamination, supersonic bang.
- (b) Loss or damage to goods in the open air, caused by theft or bad weather.
- (c) Financial loss, including loss of money and indirect loss.
- (d) Damage resulting from a variation in temperature caused by an energy supplier.
- (e) Damage caused by an electrical or mechanical breakdown or malfunction.
- (f) Physical injury of staff.
- (g) Theft of property or goods on the site of the Exhibition, where this property or these goods have been left without supervision and the theft has taken place at a time when the site is open for occupation or use by the exhibitors, as defined or stated by the organisers of the Exhibition.
- (h) Inventory deficiency.
- (i) Personal effects and objects, jewellery and artworks, cameras, radios, electronic pocket calculators, and all other objects belonging to natural persons directly or indirectly participating in the event.
- (j) Telephones plugged into and/or connected to the telecommunication network(s).
- (k) Removable software programs and packages.
- (l) Theft of audiovisual equipment used for advertising purposes (such as VCRs, laptop computers, cameras, or camcorders) when these goods, during closing hours, are not kept in a storage unit and/or a room equipped with a safety lock.
- (m) Theft of cash and paper securities, cheques, or any means of payment.
- (n) Drones and Robots.
- (o) Scratches, chips and scuffs.
- (p) Vehicles and motorised equipment that are in use, being operated and/or being used as tools. Other than in these instances and if the vehicles and motorised equipment are merely exhibited, they may be covered by exhibitors' multi-risk insurance, within the limit of a coverage cap of €15,000 and subject to strict compliance with the following conditions:

- All exhibited vehicles and equipment of all types must be "immobilised" by the exhibitor, thereby making it impossible to start them.
- In accordance with the legislation in force, exhibited vehicles and equipment must be emptied of fuel or equipped with lockable fuel tank caps (and in this precise instance only contain a small amount of fuel).
- For exhibited vehicles and equipment that weigh less than 3.5 tonnes with a value of more than €70,000: the exhibitor must strictly prohibit access to the public.

- For exhibited vehicles and equipment that weigh more than 3.5 tonnes: if the vehicle is accessible to the public (if the cabin can be accessed, for example), the exhibitor must be present at all times during the exhibitors' opening hours.

The aforementioned list mentions only the main exceptions and constitutes only an abstract of the General and Special Terms of the insurance policy which shall alone take precedence in the settlement of any claims.

With the exception of criminal intent on the part of the lessor of the premises on which the show is held, the exhibitor shall waive any recourse against the lessor and its insurers for:

- any material damage caused to the exhibitor as a result of fire, explosion, electrical damage or water damage for which the lessor is liable,
- as well as for any consequential and/or non-consequential non-material damage, and particularly operating losses, suffered by the exhibitor and for which the lessor is liable, irrespective of the cause thereof.

The exhibitor irrevocably agrees that the insurance policies that it takes out include an identical waiver of recourse by its insurers.

Furthermore, the exhibitor and its insurance company waive rights of recourse against RX France, its insurance company, any other exhibitor, and any company acting in their name, due to any physical, material and/or immaterial, direct or non-direct, fire, explosion or water damage, or "business loss".

Article 20 - Coverage claim procedure

Any claim must be notified in writing to the organiser.

All claims must be moreover notified to the insurance company, on the standard forms which are available to the exhibitor, within twenty-four hours in the case of a theft or within five days in the other cases, stating the circumstances of the claim and the approximate total sum of the loss, failing which the insured party loses its right to claim from the insurer.

All thefts must be notified by the exhibitor to the police department having territorial jurisdiction over the exhibition premises. The statement to the police must be attached to the claim.

To obtain payment in compensation, the exhibitor must produce detailed inventories indicating the values of the equipment exhibited and the exhibition space equipment (fittings, decoration, lighting, etc.).

SERVICES

Article 21 - Fluids

Connections to electricity, telephone, water and compressed air mains are charged as stated in the Exhibitor Services Manual to exhibitors who must request connection within the time limits specified and within the technical possibilities offered by the exhibition site.

Any request concerning these services must be addressed to the distributor designated on the appropriate forms made available to exhibitors.

Article 22 - Customs

It is the responsibility of each exhibitor to complete customs formalities for equipment and products arriving from abroad. The organiser cannot be held liable for any difficulties arising during these formalities.

Article 23 - Intellectual property rights

The exhibitor guarantees the organiser that he holds or has obtained all Intellectual Property Rights held in equipment or products/creations/trademarks which he exhibits and/or authorisations required for their presentation at this Fair. The organiser will accept no responsibility in this regard.

The organiser will be allowed to exclude any exhibitors convicted regarding copyright infringements such as counterfeiting.

The exhibitor entitles the organiser free of charge, and for the duration of the rights concerned, to reproduce and use, in any territories, the equipment or products/creations/trademarks exhibited, for all communication tools of the trade fair (on the show's website, official catalogue, invitations, visitor maps, promotional videos, newsletters, etc.) and for all tools used to promote the fair (picture of the fair destined to be published in the traditional press or online, television program about/shot during the fair, etc., without this list being exhaustive).

The exhibitor guarantees the organiser that it has obtained from the holders of the intellectual property rights in the goods/creations/brands and other elements (plans, concepts, services, etc.) that it exhibits, all the rights and/or authorisations necessary for the aforementioned uses. The organiser shall not accept any liability in this regard.

Article 24 - Collective rights-management body

The exhibitor directly deals with the applicable legal entities for the collection and distribution of royalties (SACEM, etc.) if it uses music in any fashion whatsoever on the show premises; the organiser declines all liability on these grounds. The organiser may ask the exhibitor to show the corresponding attestations at any time.

Article 25 - Privacy and personal data protection:

The personal data provided by the exhibitor to the organiser is necessary for the fulfillment, administration, management, and follow-up of the participation agreement. The individual identified in the application form and later communications as the contact person for the exhibitor may be contacted by the organiser, the venue, and their subcontractors for the purposes of facilitating the participation of the exhibitor at the show and appropriate marketing of related services which may also include entry of the Exhibitor on the Event website and in the Event directory, arranging introductions to or

appointments with certain Event visitors, and appropriate marketing of related services and products, subject to the Event's privacy policy which is displayed on the Event website.

Regarding the personal data that the exhibitor may have access to as part of its participation in the show, the exhibitor agrees to comply with all applicable obligations as a "data processing manager" under the "Data Protection Laws", including providing all necessary notices and obtaining all requisite consents, without this involving any transfer of rights, such as copyrights on the organiser databases or on the databases of any other owner. "Data Protection Laws" means any laws, rules, regulations, directives, decrees, orders, or other legal requirements relative to the protection or processing of Personal Information, including General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), and any implementing, derivative, or related legislation, rule, or regulation of the European Union, a member state of the European Economic Area, Switzerland, or the United Kingdom, as may be applicable.

The exhibitor shall implement and maintain the appropriate technical and organisational security measures in such a way as to meet all of the applicable requirements of the GDPR (including all measures required pursuant to Article 32 of the GDPR), ensure the protection of the rights of the data subjects, and provide a standard of protection that is at least comparable to the protection required under the "Data Protection Laws".

Article 26 – Badge scanners

Some fairs offer exhibitors the possibility to reserve badge scanners and/or Smartphones equipped with a badge scanner application (hereafter referred to as "scanners") for a fee. These scanners are tested by the supplier before being made available to the exhibitor and are deemed to be in good working order. The exhibitor is responsible for using the scanner properly during the event (i) to allow proper data backup and (ii) for returning the equipment to the supplier at the close of the event. RX France shall accept no liability in the event of improper handling of the equipment by the exhibitor.

The badge scanning equipment shall be used by the exhibitor for scanning the badges of show visitors and attendees who visit their stand at the event. The exhibitor thus collects the visitor's or attendee's name, company, and contact details, which the exhibitor may use for the purposes of promoting the exhibitor's products and services. The personal data of the show visitors or attendees must not be shared with affiliates of the exhibitor or third parties unless the visitor or attendee concerned expressly consents.

CATALOGUES

Article 27 - Catalogues

The organiser reserves the exclusive right to publish and sell the catalogue of exhibitors, together with the advertising which appears in the catalogue. It may subcontract all or part of these rights.

The elements required to produce and publish the catalogue, in paper and electronic form, are provided by exhibitors at their sole risk on the show's website. The organiser cannot be held liable for omissions or errors in reproduction, typesetting etc., that might occur.

Exhibitors authorise the organiser to publish, in electronic and printed form, the information provided, on the show's website, in the official catalogue of exhibitors and/or on any other show materials (visitor guides, site maps on the walls, etc.). The exhibitor guarantees that the names, logos and, more generally, all the content provided by it for publication on the show's website or in the official catalogue or any other document (visitor guides, site maps on the walls, etc.), do not infringe upon the intellectual property rights of a third party and are not libellous, obscene, indecent, blasphemous, or illegal.

The exhibitor agrees to indemnify the organiser and cover any damages, loss of profits, loss of reputation, incidents, costs and expenses suffered or incurred by the organiser due to a breach of the aforementioned guarantee.

The organiser reserves the right to modify, remove, or group entries wherever it deems this to be useful as well as to refuse an entry to or modify texts for paid advertisements if they may cause harm to other exhibitors..

ADMISSION PASSES

Article 28 - "Exhibitor passes"

"Exhibitor passes" providing right of entry to the Exhibition subject to the terms and conditions established by the organiser are issued to exhibitors.

Unused "exhibitor passes" may not be returned or reimbursed after the organiser has issued them in exchange for payment.

Article 29 - Invitation cards

Invitation cards intended for visitors whom the exhibitors wish to invite are issued to exhibitors subject to the terms and conditions established by the organiser.

Any unfair request and/or any other use may result in legal proceedings.

Cards that remain unused may not be returned or reimbursed after the organiser has issued them in exchange for payment. Only passes, invitation cards, and entrance tickets issued by the organiser provide right of entry to the Exhibition.

Article 30 - Unauthorised street trading of admission documents

Admission documents (tickets, invitations, badges, passes, etc.) cannot be sold and unauthorised resellers will be prosecuted.

The unauthorised street trading of admission documents is a criminal act punishable by interpellation and arrest by the police. The penalties incurred range from a fine of € 3,750 to € 15,000 and from 6 months to 1 year in prison.

Unauthorised street trading is the act, without proper authorisation or declaration, of offering, putting up for sale, exhibiting goods for sale, or doing any other business in public places in breach of the regulatory provisions on the policing of these places (Art. 446-1. of the French Criminal Code (Code Pénal)).

SAFETY

Article 31 - Safety

The exhibitor must comply with the security measures imposed by the administrative or judicial authorities, as well as any security measures taken by the organiser and must also enable their verification.

Surveillance is exclusively incumbent to the exhibitor and performed under the organiser's supervision; its decisions regarding the implementation of the security rules must be executed immediately.

The organiser reserves the right to refuse admission or have removed any person, visitor, or exhibitor whose presence or behaviour presents a risk to the security, tranquillity, or image of the show and/or the integrity of the site.

The exhibitor agrees to comply with all the usage restrictions and health and safety standards applicable to the Exhibition Venue and particularly the provisions of the Security Specifications and Code of Conduct, a copy of which shall be made available by the organiser on site, throughout the show.

APPLICATION OF THE REGULATIONS - DISPUTES

Article 32 - Application of the regulations

Any breach of the provisions of these rules and, if applicable, the code of conduct issued by the organiser, may result in the exclusion of the offending exhibitor, even without formal notice, assisted by law enforcement as required. This notably applies to non-conformity of layout, failure to comply with safety regulations, failure to occupy the exhibition space, display of products which do not conform to those stated in the initial application, and sale of goods with immediate on-site delivery to the purchaser.

Compensation is then due by the exhibitor in damages for the harm caused to the event. This compensation is at least equal to the attendance fee, which remains the property of the organiser, without prejudice to any additional damages claimed. The exhibitor grants as a guarantee to the organiser a lien on the exhibited items, furniture, and decorations belonging to it.

In the event of contradiction between the provisions of these General Regulations and the terms of purchase of an exhibitor, it is agreed that the provisions of these General Regulations prevail.

Any difficulties in interpreting the English version of these General Rules are resolved by referring to the meaning of the French version of the General Regulations.

Article 33 - Modification of the regulations

The organiser reserves the right to rule on any cases not covered by these regulations and to add new provisions whenever it deems this necessary for the smooth running of the show.

The nullity, for any reason whatsoever, of all or part of one of the provisions of these rules shall not affect in any manner the other provisions thereof. In such event, the Parties agree to negotiate in good faith the establishment of a provision that shall, insofar as possible, have an equivalent effect.

Article 34 - Limited liability

The liability that the organiser is capable of incurring, either as a result of its own actions, even of a member of staff, or as a result of the actions of a third party, irrespective of the cause thereof, is limited, all damages included, to the sum of €15,000 (fifteen thousand euros) plus a sum equivalent to the attendance fee paid by the exhibitor in question.

The above-mentioned attendance fee includes, definitively, the amount excl. VAT featured on the attendance request signed by the exhibitor, irrespective of subsequent circumstances, such as amendments made in accordance with article 7, or the termination of the contract.

In the event that the exhibitor receives compensation in accordance with the insurance policy mentioned in article 18, this compensation is accordingly deducted from any amount due by the organiser to the exhibitor; if an amount has already been paid by the organiser to the exhibitor, an amount corresponding to the above-mentioned compensation is paid by the exhibitor to the organiser.

This clause applies even if the third party or member of staff for which the organiser is liable has committed gross negligence, wilful, or even intentional misconduct.

This clause applies even in the event of termination of the contract.

Article 35 - Objections - Time-barring

In the event of objection or dispute, irrespective of the grounds thereof, the exhibitor agrees to submit its complaint to the organiser, prior to any proceedings, by registered letter with acknowledgement of receipt. Any legal action brought prior to the expiry of a period of 15 days following receipt of the above-mentioned letter shall be inadmissible.

The parties expressly relinquish the enjoyment of the provisions laid down in article 1195 of the French Civil Code relative to unpredictability and in article 1223 of the French Civil Code relative to the reduction of prices in the event of breach of contract.

In accordance with article 2254 of the French Civil Code (*Code Civil*), the parties agree to set at one year (1 year) the limit for the time-barring of rights and legal action relating to the liability that the organiser is capable of incurring either as a result of its own actions, including by a member of staff, or as a result of the actions of a third party, irrespective of the cause thereof. This period shall commence as of the expiry of the 15-day period specified in the previous paragraph.

THE BOND BETWEEN THE EXHIBITOR AND THE ORGANISER IS ENTIRELY AND EXCLUSIVELY GOVERNED BY FRENCH LAW. ANY DISPUTE SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE NANTERRE COMMERCIAL COURT AND THE FRENCH VERSION OF THIS TEXT SHALL BE REFERRED TO.

SPECIFIC CLAUSE

In case of cancellation of the Event due to exceptional circumstances related to Covid context, and per exceptions with the General Regulations, the Organiser guarantees you according to your choice either a refund of the sums already paid to the Organiser (after deduction of the amount corresponding to the Administration Fees of €265 excl. VAT), for your participation in the 2022 edition of the Event or the carry over in full of the amount already paid for the future edition of the Event. The costs of the package related to access to the digital service «Franchise Expo Online» will remain with the organizer in all cases, the service offered being maintained in all circumstances for its customers.