

GENERAL RULES & REGULATIONS - MakeUp in™ trade shows

1. Defined Terms

1.1. The Beauteam group (hereinafter referred to as “the Organizer”) organizes events involving professionals from the beauty sector which includes, in particular, suppliers who display their products/services in the booth rented for the duration of the event (hereinafter referred to as “Exhibitor(s)”), manufacturers, trademark operators and distributors of products/services (hereinafter referred to as “Visitors”), as well as any companies which sponsor the event for advertising purposes (hereinafter referred to as “Sponsor(s)”).

These events take place in different countries, under the “MakeUp in...” trademark: MakeUp in Paris, MakeUp in NewYork, MakeUp in Seoul, MakeUp in SaoPaulo, MakeUp in LosAngeles (hereinafter collectively referred to as “the events”, and separately referred to as “the event”), within the same calendar year; each of those events is a “different event” under the present terms. The present rules and regulations are general and apply to all the events, unless otherwise provided.

The Beauteam U.S. Inc. company (2711, Centerville Road, Wilmington, Delaware 19808, USA) is the Organizer of the events “MakeUp in NewYork” and “MakeUp in Los Angeles”; the Beauteam SAS company (88, Rue de Rennes, 75006 Paris, France – RCS 504 572 504) is the Organizer of the other events.

1.2. The Events are produced and managed by the Beauteam Group, and their respective officers, directors, shareholders, agents, affiliates, representatives, employees and assigns.

1.3. The term “Exhibitor” means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for a Booth rental (hereinafter referred to as the “Booth”) and agreed to enter into this contract and as a case may be, any person who effectively exhibit services/products in the Event upon acceptance by the Organizer in the manner stated below.

1.4. The term “Sponsor” means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that have made a sponsorship offer, and agreed to enter into this contract.

1.5. The term “corner” means any “Booth” accessible from two aisles, benefiting of high visibility.

2. Contract Acceptance and payments

2.1. The application form is to be filled by using the official form provided by the Organizer. Neither a request for an application form, nor its sending, nor the collection of a booking check or bank transfer (if appropriate, payment by debit or credit card) are considered as a registration.

2.2. By signing their application form, the Exhibitors and Sponsors accept all of the requirements laid down therein – which constitutes an inseparable whole with the application form - as well as all of the ones that might be imposed by special or new circumstances. In addition, they undertake to respect all of the legal and regulatory requirements in effect, and particularly labor legislation. The Organizer cannot be held liable when stipulations of the present general rules and regulations are not applied.

2.3. The application form is, under penalty of immediate rejection, to be completed by a payment according to a schedule set by the Organizer. The administrative expenses or registration charges remain the Organizer’s property, whatever the outcome of the participation application.

2.4. By «registration charges», it is understood all the following fees: application fees; registration on the event web site; personalized badges for Exhibitor's employees; catering at the exhibition for the Exhibitor's team.

2.5. The total amount of expenses for participation to the event becomes the Organizer's property after written confirmation of admission is sent to the Exhibitor.

2.6. Except as provided to the contrary in this contract, all moneys paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment.

2.7. The Exhibitor may not assign this contract or any right hereunder nor may the Exhibitor sublet or license all or any portion of assigned Booth.

2.8. Sponsor registration and its terms are laid down in article 5.

3. Price charged to the Exhibitor

3.1. The price of the Booth rental is decided by the Organizer and may be reviewed by the Organizer in case changes, including but not limited to variations in the cost of materials, labour, transportation and services as well as tax and social charges occurs.

3.2. The rental of a booth with a corner will trigger the payment of additional fees, the amount which is provided in the application form.

4. Qualifications of Exhibitor

4.1. The Organizer processes the applications and rules on the admissions. Registration does not become effective until after a downpayment is received by the Organizer in due time completed by a written confirmation sent to the Exhibitor (sending of invoice meaning such confirmation).

4.2. The Organizer reserves the right to reject, provisionally or definitively, any request of registration that does not comply with the required conditions, either in the light of the stipulations laid down in the application form, or in view of the ones contained in the special rules and regulations governing the Event, or else in the light of Public Policy or of the defense of certain protected interests.

4.3. The Organizer is not 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 the registration charges incurred by the Organizer and which remain due to him.

4.4. In particular, reasons for definitive or provisional rejection include incomplete communication of the required information, failure to make payments or provide guarantees required by the Organizer, non-observance of prior obligations and in particular of the present general rules and regulations, non-compliance of the applicant or of his products or services with the purpose, spirit or image of the Event, the Exhibitor's judicial re-organization, his proven state of cessation of payments, the failure to obtain administrative or judicial authorizations that might be necessary for his presence during the Event, the risk of an attack due to his presence, on the protected interests of consumers and of youth, and more generally on public order, the tranquility of the other Exhibitors, or the safety of Visitors. However, where a company is authorized by a court to continue its operations, the Organizer is free to decide to maintain its participation.

4.5. The Exhibitor must inform the Organizer of any elements or events relevant to its participation to the Event, occurring or disclosed after his registration, of such nature as to justify reconsideration of his admission in the light of the article 4.2. of the present rules and regulations.

In addition, the Organizer reserves the right at any time to request any additional information related to the foregoing and, if appropriate, to withdraw an admission decision made on the basis of deceptive or erroneous indications or indications that have become inaccurate. The down-payment made then remains the property of the Organizer, who also reserves the right to take legal steps on behalf of the payment of the total cost.

4.6. The right resulting from the registration is personal and non-transferrable. Admission does not create any right to admission to a later event.

4.7. Without the Organizer's prior consent in writing, an Exhibitor shall not transfer sub-let or share, with or without payment, all or part of his concession within the Event. Nevertheless, several Exhibitors may be granted joint authorization to make a group presentation, providing each of them should submit a prior request for the approval to the Organizer and each of them pay the registration charges.

4.8. An Exhibitor may only present equipment, products, processes or services manufactured or designed by himself, or for which he is an agent or distributor. In the latter case, he must attach to his application, the list of brands whose products he intends to exhibit or whose services he intends to present. After consideration, the Organizer may exclude products and/or services which do not appear to correspond to the purpose of the exhibition, or allow the presentation of products and/or services which do not appear on the list but which may be of benefit to the Event.

4.9. Approximately two (2) months from the Event, the Organizer will email the "Exhibitor" or will make accessible on "www.makeup-in.com" to the «Exhibitor», an Exhibitor Service Manual. The Exhibitor Service Manual will include essential information regarding the «Exhibitor's» participation at the Event including but not limited to: additional Exhibitor rules and regulations, official contractor order forms, registration on the official directory, shipping of goods, utilities and venue services, audio/visual, Exhibitor display rules, and move-in/move-out schedule.

5. Sponsorship opportunities

5.1. A Sponsor may choose various sponsorship services which consist in advertising products and/or services and/or its name on any media (hereinafter the "Sponsoring Media") during the event, in exchange of a payment.

5.2. Besides booking a Booth, the Exhibitor can also opt for sponsorship services.

5.3. In return for this sponsorship service, the Sponsor, whether or not the quality of Exhibitor, will pay the Organizer the price indicated in the application form, that will be settled in the following conditions:

- Payment of 100% including VAT with the order (that is to say when sending the application form to the Organizer),
- Inability to Sponsor, whether or not the quality of Exhibitor, to retract his request for sponsorship service, by way of derogation from article 6.2 "Cancellation by the Exhibitor" that will not apply to the sponsorship service.
- The cancellation by the Organizer policy set in the article 6.1. is applicable to the Sponsors.

5.4. The Sponsor is subject, under the same conditions, to this Regulation with the exception of articles 3, 4.9, 6.2, 7.2, 7.3 that do not apply. In the event the provisions of this regulation apply to the Sponsor, the term "Booth" shall be replaced by the term "Sponsoring Media".

6. Cancellation

6.1 Cancellation by the Organizer

6.1.1. Non-payment of the balance on the stipulated date, or of one of the payments on one of the stipulated dates, shall entail, without prior notice, forfeiture of the right to exhibit, the down-payment already made irrevocably remaining the Organizer's property, with no prejudice to the rights of the latter to take legal proceedings for payment of the balance from the Exhibitor (which is due in spite of the non-participation of the Exhibitor to the event, in which case such balance shall be raised with default interests, calculated on the basis of a rate equal to three times the statutory rate applicable as from the 1st working day when the payment is due, as well as with every expenses incurred (including but not limited to bailiff's or attorney's fee incurred by the Organizer in connection with the collection of such amounts due), without the necessity of any reminder.

6.1.2. The Organizer may also terminate this contract effective upon written notice (by any means, as letter, fax, email, etc.) of termination if the Exhibitor breaches any other of its obligations under this contract, without releasing the Exhibitor from any liability arising as result of or in connection with such breach.

6.1.3. An Exhibitor shall be deemed to have withdrawn if, for any reason whatsoever he should fail to take possession of his Booth the day of the opening of the Event, or at the date scheduled by the Organizer. Without prejudice of any measures taken, in case of Exhibitor's default or cancellation, the Organizer may therefore dispose of the defaulting Exhibitor's Booth and the latter shall have no right to claim refund or compensation, even if the Booth is allocated to another Exhibitor. Furthermore, the Organizer reserves the right to take legal proceedings for payment of the balance in spite of non-participation.

6.2. Cancellation by the Exhibitor

6.2.1. In the case of a written withdrawal occurring more than four months prior to the opening day of the Event, the down-payment shall be refunded to the Exhibitor with the exception of the registration charges.

6.2.2. In the case of a written withdrawal occurring less than four (4) months prior to the opening day of the Event, none of the payments made by the Exhibitor shall be refunded to him.

6.2.3. The Organizer reserves the right to take legal proceedings for payment of the balance if such withdrawal occurs less than thirty (30) calendar days before the opening day of the Event.

7. Use of Space

7.1 Determinations by the Organizer

7.1.1. The Organizer alone determines the place, the duration, the opening and closing times of the Event, the price of the Booths (as well as named "show-room" or "show-box" or "show booth" or "corner") in the application form, the registration charges as well as the closing date for entries.

7.1.2. The Organizer alone determines the categories of persons or companies allowed to exhibit and/or visit the Event, as well as the nomenclature of the products or services presented.

7.1.3. The Organizer decides the specifications of how visual information is displayed and the conditions governing the use of all sound, light or audio-visual techniques, as well as the conditions under which all shows, attractions, promotional activities, surveys or opinion polls may be carried out within the confines of the Event. In the same way, the Organizer is delivering authorization in its sole discretion and decides

on the conditions in which photography or sound recording is authorized within the confines of the Event.

7.1.4. The Organizer reserves the right to require that any fitting detrimental to the general appearance of the Event, to neighboring Exhibitors or to the public, or which does not conform to the layout and model submitted for his prior approval, shall be removed or modified. The Organizer may withdraw an authorization already given in the Event of hindrance caused to neighboring Exhibitors to circulation or to the running of the Event.

7.1.5. Surveillance is carried out under the control of the Organizer: his decisions concerning the application of safety regulations are implemented immediately.

7.2. Downsizing by Exhibitor

7.2.1. The Organizer reserves the right to treat an Exhibitor's downsizing of Booth space as a cancellation of the original space and as a purchase of new Booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

7.3 Assignment of Booth

7.3.1. The Organizer establishes the layout of the event and allocates Booths in its sole discretion, taking into account whenever possible, the wishes expressed by the Exhibitor, the nature of the products and/or services which he is presenting, as well as, if necessary, the date on which the application was registered. The Organizer shall not guarantee to deliver a Booth compliant with Exhibitor's requirements, in particular concerning a request to benefit from a corner booth.

7.3.2. Any such assignment does not imply that similar space will be assigned for future events.

7.3.3. At any time, if the Organizer considers it useful in the interest of the Event, may modify the size and layout of the Booth requested by the Exhibitor, until the date of the Event. Such modification shall not entitle the Exhibitor to unilaterally terminate his commitment to participate. An Exhibitor is notified of the location of his Booth by means of a layout. This layout gives the characteristics of the Booth as precisely as possible.

7.3.4. The Organizer shall not be liable in case of any refusal to rental request and/or specific requests.

7.3.5. The Organizer is not liable for any difference between the characteristics given on the layout and the actual measurements of the Booth. The layout shows the general layout of the other Booths surrounding the site allocated. These indications, valid on the date the layout is drawn up, are given for information only and are liable to modifications which may not be communicated to the Exhibitor. Any claim concerning the location set out in the layout must be presented within the time limit set by the Organizer after receipt of the layout. After this time limit, the location proposed shall be considered as accepted by the Exhibitor.

7.4. Use of Aisles and Common Area

7.4.1. Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit Booth.

All exhibits shall display products or services in a tasteful manner. The aisles, passageways, and overhead spaces remain strictly under control of the Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisle except by written permission of the Organizer.

7.4.2. Uniformed attendants, models and other employees must remain within the Booths occupied by their employers. Any and all advertising distribution must be made from the Exhibitor's Booth space. Samples, souvenirs and advertising material may be distributed by the Exhibitor only within his or her Booth. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers.

7.4.3. Products must be arranged so that Visitors do not stand in the aisle while examining products or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

7.4.4. Circular letters, brochures, catalogues, printed matters, premiums or objects of any nature whatsoever may be distributed by the Exhibitors only on their own Booth. Prospectus related to products that are not on display may not be distributed without the Organizer's written authorization.

7.4.5. The Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, Booth equipment of the property of others, caused by the Exhibitor or any of its employees, agents, contractors or representatives.

8. Duties of the Exhibitor

8.1. It is not allowed to (i) change the floor covering and the exterior walls of the Booth, (ii) decorate the exterior walls of the Booth, (iii) perform any construction inside the Booth or change its aspect.

8.2. Booth decoration is performed by Exhibitors and under their own responsibility.

8.3. Exhibitors are allowed to rent or bring extra furniture and add graphics on the interior walls, provided that this does not distort the aspect of the Booth as well as the visual harmony of the Event, and does not exceed the maximum height of the booth.

8.4. The Organizer reserves the right to request the Exhibitor to remove any decoration considered as inappropriate. If the Exhibitor does not comply, the Organizer shall be entitled to exclude the latter from the Event, as a result of which the Exhibitor shall leave the Event without being entitled to any reimbursement or compensation whatsoever.

8.5. The exhibitor shall comply with safety regulations issued by the public authorities and adhere to the general layout for decoration and signage drawn up by the Organizer.

8.6. The Exhibitor or its principals must have completed their installation on the dates and at the times set by the Organizer, and after the said dates and times, no packing, equipment, transport vehicles or outside contractors may access, be maintained on or maintain themselves on the Event's site, for any reason whatsoever and however harmful that may be to the Exhibitor's interest.

8.7. The Exhibitor shall have to be present on his Booth at the time of the inspection by the department responsible for safety, and shall have to comply throughout the Event with the safety measures demanded by the authorities or adopted by the Organizer.

8.8. The Booth must be continuously manned during the official opening times for Visitors. Non-observance of this provision may entail temporary or definitive exclusion by the Organizer.

8.9. The Exhibitors will not empty their Booths and must not withdraw any of their goods before the end of the Event, even in case it is extended. Non-observance of this provision, if it occurs, shall be

recorded in writing by the Organizer, and on that basis shall be entitled to reject the Exhibitor's participation in future events. Under no circumstances shall products and materials brought to the Event, leave the Event until it has ended.

8.10. Exhibitors shall accept and leave the site as delivered.

8.11. The Exhibitor is required to comply with the Organizer's instructions related to regulations on comings and goings of goods. Each Exhibitor or his principal shall see to the transport, reception and shipment of parcels as well as acknowledgement of their contents. All parcels shall have to be unpacked upon arrival. If the Exhibitors or their agents are not present to receive the parcels, the Organizer shall be entitled to have them stored, unpacked or sent back on his own initiative at the Exhibitor's risk and costs.

8.12. The evacuation of the Booths, merchandises, articles and special decorations, as well as the refuse remaining from the materials that was used for the decoration of the Booths shall have to be carried out by the Exhibitors within the periods and at the times indicated by the Organizer. After the deadlines, the Organizer shall be entitled to have the objects shipped to a custodian of his choice at the Exhibitor's expense and risk, and the Organizer may not be held liable for deterioration, or total or partial loss.

8.13. The Exhibitor and each of its employees, agents and representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste.

9. Promotional Materials

9.1. The Organizer is the sole owner of the rights covering the event, in particular the right to release, distribute or broadcast the event, in whole or in part.

9.2. The Organizer is the sole owner of the rights covering the catalogue of Exhibitors, as well as rights relating to the content of these catalogs (including in particular the right to use, for commercial purposes, email addresses of Exhibitors listed in the catalogue) and together with the advertising which appears in the catalogue. He may subcontract all or part of these rights. The information necessary to the writing of the catalogue is furnished by the Exhibitors who are responsible for all information they supply for entry in the catalogue. The Organizer cannot be held responsible for any omissions or errors in reproduction or composition or any other mistakes which may occur. The Organizer reserves the right to modify, remove or group entries wherever he judges this to be useful as well as to refuse or modify texts for paid advertisements if they may cause harm to other Exhibitors.

10. Copyrighted Materials and Personal Data

10.1. The Exhibitor acknowledges that the Event is a public event.

10.2. The Exhibitor gives the Organizer the right to reproduce, represent and modify, on a pro bono basis, for the entire duration of copyright protection by the Code of intellectual property and for the entire world, his voice and /or his image as well as his property, designs, names, trade names, product names and brands that he exhibits in the communication tools of the Event (internet, show catalogue, invitation cards, Visitor's plan, promotional video, promotional materials etc.) and this, in all media and all forms and/ or any format current or future, known or unknown, specially intended for the promotion of the Event (photography and/or article or interview on the Event, to be published in the written press or the Internet, television shows on the Event etc.).

10.3. The Exhibitor guarantees the Organizer that he owns the rights aforesaid or that he has obtained the rights and/or authorizations required for the above mentioned uses.

10.4. Each Exhibitor is responsible for obtaining all necessary licenses and permits to use live music, photographs or other copyrighted materials in the Exhibitor's Booth or display. The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit Booth.

10.5. Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless they have obtained all necessary rights, paid all required royalties, fees or other payments.

10.6. The information collected by the Organizer shall be computer processed for the organization of the Event and, if required, to inform the Exhibitor on the products or services offered by the Organizer. In accordance with the applicable Law related to personal data, the Exhibitor has the right to access and modify personal data, as well as – in case of legitimate reason – right to object to the processing of any data relating to him. To exercise these rights the Exhibitor can contact "BEAUTEAM - 88 rue de Rennes - 75006 Paris, France." The Exhibitor agrees that the Organizer reproduce its information in the communication tools of the event. This information can be transmitted to business partners of the Organizer.

11. Visitors and Invitations

11.1. The Organizer has sole control over attendance policies.

11.2. The Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

11.3. No one may be admitted to the Event's premises without presenting an issued title, unless being admitted by the Organizer. The Organizer reserves the right to prohibit entrance or to see to the eviction of any person, Visitor, Sponsor or Exhibitor, whose presence or behavior is harmful to the safety, tranquility or image of the Event.

11.4. Invitation cards intended for Visitors whom the Exhibitors wish to invite are issued to Exhibitors under the conditions specified by the Organizer.

12. Risks and Insurance

12.1. Assumption of Risks

12.1.1. The Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with the Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm or injury to the person (including death), property, business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise, excepted if the Exhibitor demonstrates that damage is exclusively caused by an Organizer's gross negligent breach of contract.

12.1.2. Under no circumstances shall the Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions or any act or omission of any of their respective contractors, agents, employees or representatives, whether or not apprised of the possibility of any such lost profits or damages.

12.1.3. Any violation of the provisions of the present regulations or internal regulations issued by the Organizer may result in the exclusion of the offending Exhibitor without prior warning. An allowance is then due by the Exhibitor as damages in compensation for moral or material damage suffered by the Event which shall at least correspond to the amount of the Exhibitor's expenses for participation. The Organizer requires, in this respect, the right to retain exhibited products and furniture or articles of display belonging to the Exhibitor.

12.1.4. The Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. Neither the Organizer nor the Exhibit Facility accepts responsibility for property delivered by or to the Exhibitor.

12.1.5. It is the responsibility of each Exhibitor to complete customs formalities for equipment and products arriving from abroad. The Organizer cannot be held responsible for any difficulties arising during these formalities.

12.2. Insurance

12.2.1. In addition to the insurance covering the objects on display and more generally all movable or other elements belonging to it, the Exhibitor is required to take out at his own expense, with his own insurer, any insurance covering the risks that are incurred by himself and his staff, or that he causes third parties to incur. He shall have to prove this, upon confirmation of his registration, by production of an attestation. The Organizer is regarded as released from any liability, particularly in case of loss, theft or any damage whatsoever regarding these elements.

13. Cancellation of the Event

13.1. Insufficient number of registrations

13.1.1. The Organizer may cancel or postpone the Event if he notices that the number of registrations is quite insufficient. Registered Exhibitors shall then be reimbursed for the amount of their down-payment or participation. The Exhibitor bears the entire risk connected with the non-achievement of the Event and in particular possible expenses he would have incurred in view of the Event.

13.2. Force Majeure

13.2.1. The Organizer may cancel or postpone the Event in case of force majeure. Cases of force majeure justifying, at any time, cancellation or postponement of the Event are: any new, economic, political, sanitary or social situations, at local, national or international level not reasonably predictable, beyond the control of the Organizer, that renders impossible the execution of the Event or that entails risks of disturbances or disorders that can seriously affect the organization and proper holding of the Event or the safety of property and persons. In case the Event is cancelled or postponed for force majeure, the application forms are cancelled and the available sums after expenses already committed by the Organizer, are shared between the Exhibitors, for the portion of the sums paid by each.

13.2.2. The Organizer reserves the right to rename or re-locate the Event or change the date on which it is held. If the Organizer changes the name of the Event, re-locates the Event to another Exhibit Facility within the same city, or change the dates of the Event to dates that are not more than 60 days earlier or 60 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to the Exhibitor, but the Organizer shall assign to the Exhibitor, in lieu of the original space, such other space as the Organizer deems appropriate and the Exhibitor agrees to use such space under the terms of this contract.

14. Taxes and Licenses

14.1. The Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial, and city laws applicable to its activities at the Event. The Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the Event.

15. Indemnification

15.1. In no event shall the Organizer' maximum liability under any circumstance exceed the amount actually paid to them by the Exhibitor for exhibit Booth.

15.2. The Exhibitor shall indemnify, defend (with legal counsel satisfactory to the Organizer) and hold the Organizer and the Exhibitor Facility harmless, from any and all claims, demands suits, liability, damages, losses, costs, reasonable attorney's fees and expenses which result in particular from or arise in connection with:

- (a) the Exhibitor's participation or presence at the Event ;
- (b) any breach by the Exhibitor of any of agreements, covenants, promises or other obligations under this contract;
- (c) any matter for which the Exhibitor is otherwise responsible under the terms of this contract;
- (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right;
- (e) any libel, slander, defamation or similar claims resulting from the actions of the Exhibitor;
- (f) harm or injury (including death) to the Exhibitor; and
- (g) loss of or damage to property or the business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

16. Laws and Rules

16.1 Observance of Laws

16.1.1. The Exhibitor shall abide by all federal, state, and city laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules).

16.1.2. The Exhibitor shall undertake to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures which may be taken by the Organizer. The Organizer reserves the right to verify that these measures are respected.

16.2. Incorporation of Rules and Regulations

16.2.1. This contract and the accompanying rules and regulations and additional rules and regulations, represent the entire agreement between the Exhibitor and the Organizer with respect to the Event. Any amendment to this contract must be in writing and signed by an authorized representative of the Organizer.

16.2.2. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor.

16.2.3. Any such rules and regulations (whether or not included in an Exhibitor Manual or similar document) are an integral part of this contract. The Exhibitor shall observe and abide by additional regulations made by the Organizer as soon as these additional rules or regulations are communicated to the Exhibitor.

16.2.4. The Organizer reserves the right to give a ruling on all cases not provided for within the present rules and regulations.

16.3. Friendly conciliation procedure

16.3.1. The Exhibitor explicitly agrees not to apply to the courts before first having followed a friendly conciliation procedure.

16.4 Governing Laws

16.4.1. The present General Rules and Regulations are subject to French Law. Any dispute that may arise between the parties in connection with the validity, interpretation or performance of all or part of the present contract shall be brought before the exclusive court having jurisdiction over the registered offices of the Organizer.

16.4.2. The present General Rules and Regulations are written in a French version and in an English and/or any other language version. The French and English versions are the only one that will prevail in case of contradiction.

Name:
Signature:

Date: