CONTRACT MODEL

FRENCH PAVILIONS IN IN USA 2027-2028

Between:

Business France
The national agency supporting the international development of the French economy, industrial and commercial public establishment, located at 77 boulevard Saint Jacques, 75014 Paris (France), registered in French Trade and Company Register with number 451 930 051 (R.C.S. PARIS), duly represented by Mr Louis MARGUERITTE in his capacity as Chief Executive Officer.

Hereinafter called **Business France**

And: [company name] – [legal status] – [registration number] – [head office address]
……
……
……
VAT N°: ……
Phone N°: ……
Address for invoicing: ……
……
Duly represented by the CONTRACTING PARTY's contact, Post, Email: …… in his/her capacity as [position].

Hereinafter called **CONTRACTING PARTY**

The present contract complete or modify Business France **General Conditions of Purchase and Payment**, and are thereby an integral part of the Order.
The CONTRACTING PARTY admits that it made itself acquainted with the so called General Conditions and declares it agrees with them.

The following has been agreed upon:

PREAMBLE

Business France is the public consulting business serving the international development of the French economy. It is responsible for fostering export-led growth by French businesses, as well as promoting and facilitating foreign investment in France.

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It promotes France's firms, business image and nationwide attractiveness as an investment location, and also runs the VIE international internship program.

Business France has more than 1,400 personnel, both in France and in 53 countries throughout the world.

For further information, please visit: www.businessfrance.fr

Business France, as a Public Industrial and Commercial Establishment (EPIC), must comply with the requirements of the public order for all its purchases, and more particularly with the Code de la Commande Publique (Public Procurement Code).

Article 1 - PURPOSE OF THE CONTRACT AND SERVICE DESCRIPTION

Business France specified its requirements for the production and construction of the French Pavilions organized by Business France and designed by the Exhibition Design and Services of Business France in USA in 2027-2028 and possibly in 2029 and 2030.

The contract is a single-supplier framework agreement without a minimum (no volume is guaranteed) and with a maximum amount of 9 000 000 USD TTC.
Purchase orders will be issued by Business France based on the financial appendices (Appendix 4).
Nevertheless, some prices can not be defined yet thus Business France reserves itself the right to order services other than the ones listed in the tender (e.g: for a subsequent market).

An open invitation to tender have been made to answer those needs.
A Contract Notice issued by Business France, published on the Official Journal of the European Union on August 25, 2026 with the reference n° CS 26-10, OJEU N°586934-2026. (CONTRACTING PARTY) submitted its candidature and sent its offer on (date) which was selected by the Tender Commission on (date) for this contract.

Business France has decided to entrust (CONTRACTING PARTY) with the performance of the services described hereinafter.

Following Business France communication on its requests and providers' compliance with the principle of competition, Business France selected the CONTRACTING PARTY to build the French Pavilions organized by Business France and designed by the Exhibition Design and Services of Business France in USA in 2027-2028 and possibly in 2029 and 2030 (production, transportation, construction (build-up and dismantling), maintenance during the trade show, cleaning at the end of build-up and dismantling, maintenance & storage between trade shows of the custom made and standard elements specially built for Business France, and the relevant insurances).

This tender concerns the trade shows mentioned in Appendix 1 – list of trade shows.

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The list and the dates of the shows can be modified by Business France and/or the organizers at any time for any reasons linked to public interest and in particular to meet Business France budgetary situation and obligations.

The total sqm of each show can also be modified (reduced or increased) during the contract period. The aforementioned list of shows, including their detail, is only indicative, not definitive and is subject to modification. Business France will confirm the sqm at least 60 (sixty) days before the beginning of the build-up as mentioned in Article 5 of the Contract.

Business France reserves itself the right to add trade show if specifications are similar.

All French pavilions organized by Business France in USA are not within the scope of the contract.
The trade shows excluded of this contract are:

- The French pavilions built by the official contractor of the organizers

Business France introduces the possibility of resorting to similar services as per the conditions listed in Articles from R.2122-1 to R.2122-11 of the Code de la commande publique.

Article 2 – CONTRACTUAL DOCUMENTS

The contractual documents are in top down priority order:
- The present contract;
- The Tender Specifications and its appendices;
- The complementary information notes n°XX
- The General Conditions of Purchase and Payment;
- The CONTRACTING PARTY offer including the request(s) of clarification n° XX

In case of contradiction between these different documents, the document at the superior level will prevail over for the involved obligation.

If the contradiction brings on different versions of a same document, the last signed version prevails over.
All other documents don't have any contractual value and are not enforceable to parties, unless special authorization is given with written mention manuscript "accept following special conditions".

No tolerance or inactivity on behalf of one of the Contracting parties can be interpreted as a renunciation of their rights. In case one or several provisions of the Contract should be or should become invalid, of no effect, illicit, non-invocable or not applicable in any way, the validity, the legality or the application of the other provisions of the Contract would be not affected or distorted. Nevertheless, in this case, the Contracting parties work along to integrate into the Contract a new clause restoring the common intention of the Contracting parties such as expressed in the initial clause, in accordance with applicable legal and regulatory provisions.

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Article 3 – DURATION OF THE CONTRACT

The Contract becomes effective on January 1st, 2027, and is valid for a 25 month period until February 28th , 2029.
This contract shall be tacitly renewable twice for a length of one year from March 1st, 2029 to February 28th, 2030 and from March 1st, 2030 to February 28th, 2031 unless terminated notified three (3) months prior to the contractual maturity date for the subscribing entity and six (6) months prior to the contractual maturity date for the Contractor(s), by one of the Parties to the other Party, by recorded delivery letter with acknowledgement of receipt. No reasons need to be provided for the termination of the contract.
It will therefore cease automatically on March 31, 2031, at the latest without any further formalities.

Please note that although the contract dates indicate from January 1st, 2027 to February 28th, 2029 and possibly until the February 28th, 2030 or February 28th, 2031 in case of renewal, this applies only to trade shows that take place after April 1st, 2027.
This will enable Business France to proceed to the validation of the prototype in January to finalize the contract setup and begin operating the showrooms as of April 2027.

Article 4 – PRICES

The prices in the financial appendix (appendix 4- 8 tabs), are based on prices per sqm all taxes included and includes:

- Production
- Transportation
- Construction (build-up and dismantling)
- Maintenance during the trade show
- Cleaning at the end of build-up and dismantling
- Maintenance & Storage between trade shows of the custom made and standard elements specially built for Business France
- The relevant insurances

Invoices have to be done in US Dollars (USD) all taxes included.

The prices concerning the production and the maintenance between trade shows of the custom made and standard elements specially built for Business France, the construction (build-up and dismantling), the storage between trade shows of the said elements, and the transportation indicated in the Financial appendix (Appendix 4) could be adjusted as per the following formula:

P = Pi x (0,4(Am/A0) + 0,3(Bm/B0) + 0,1(Cm/C0)+ 0,2(Dm/D0))

P is the adjusted price
Pi is the initial price indicated in the financial appendix

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A is the index for the production and the maintenance between trade shows of the custom made and standard elements specially built for Business France. The reference index is the 011800507 INSEE Index - https://www.insee.fr/fr/statistiques/serie/011800507
B is the index for the construction (build-up and dismantling). The reference index is 010766611 INSEE Index - https://www.insee.fr/fr/statistiques/serie/010766611
C is the index for the storage between trade shows of the custom made and standard elements specially built for Business France. The reference index is the 010766406 INSEE index - https://www.insee.fr/fr/statistiques/serie/010766406
D is for the index for the transportation. The reference index is 010766514INSEE Index - https://www.insee.fr/fr/statistiques/serie/010766514
m is the value of the last available index on the contract anniversary date
0 is the value of the index at the date of the beginning of the contract: January 1st, 2027.

In case of suppression of one of these indexes, an amendment will be made to indicate the new used indexes.
An excel file to fill with the formula will be provided by Business France to the CONTRACTING PARTY.
The CONTRACTING PARTY must ask for the adjustment of the prices before one hundred (100) days maximum before the contract anniversary date to enable the payment of the advance on time regarding the contract's accounting conditions. Without any request, the current prices will be renewed.
All other prices are fixed and firm for the duration of the Contract, including the possibly renewals.

Article 5 – ORDERING, INVOICING AND PAYMENT PROCEDURES

a. Ordering Procedures

For each trade fair, the CONTRACTING PARTY shall receive by email:

- 5.a.1 : 70 (seventy) days before the start of the trade show, an initial purchase order corresponding to the estimated layout costs for the pavilion based on fixed contractual prices. The CONTRACTING PARTY must provide Business France with a document in advance 85 (eighty five) days with an estimated area indicated by Business France 90 (ninety) days before (e.g. quotation, quantities, etc.) by also mentioning their bank details to enable this initial purchase order to be drawn up.

For each trade show, the CONTRACTING PARTY may also receive the following purchase orders:

- 5.a.2 : Where applicable, except in the case of the outsourced management of exhibitors, any "extra orders" (e.g. furniture, graphic printing, electrical socket, etc.) requested by exhibitors / partners, which will be ordered by Business France with a specific purchase order approximately 3 (three) weeks before the start of the trade show. To proceed to this specific purchase order, a file named Exhibitors extra orders specifying all the extra orders requested by Business France and/or the exhibitors will be filled and provided by the SCA project managers to the CONTRACTING PARTY. An example of this list is in Appendix 6 – Example of

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Exhibitors extra orders and will be the file to use between the SCA and the CONTRACTING PARTY before and after the trade show concerning these specific orders.

- 5.a.3 : Where applicable, any technical orders (e.g. slinging, fluids, cleaning, internet, electricity, etc.), placed with the organisers (or their official service provider(s)) on behalf of Business France, shall be ordered by Business France with another specific purchase order. An extra cost could be applied, if needed, by the CONTRACTING PARTY on the maximum limit of ten (10) % of the purchase order amount to include all the costs regarding this technical orders (e.g: bank transfer, exchange rate, …).
  This purchase order shall be drawn up based on the dates mentioned in the exhibitor's manual of the organiser or its official service provider(s).
- 5.a.4 : In the event of late adjustments (subsequent to the sending of the relevant purchase order), additional purchase orders will be issued. These will be based on:
  - the surface area actually equipped (purchase order in addition to the initial purchase order, more than or less than the number of m2) (5.a.1),
  - any "extra orders" ordered on site (purchase order in addition to the "extra order" purchase order)… (see final list of orders sent after the trade fair) (5.a.2),
  - adjustments, up or down, can also be made to technical orders (actual consumption) (5.a.3).

b. Final list of orders

For each trade show, the performance of services shall be shown in a final list of orders. This list must be sent by the CONTRACTING PARTY within 15 (fifteen) working days after the end of the trade show.
The final list of orders shall specify the service provided by the CONTRACTING PARTY, in accordance with the requirements of the specifications, the detailed estimate, and all the purchase orders for the trade show and the final number of m².
The final list of orders summarises the total amount owed by Business France and the details of any payments already received by the CONTRACTING PARTY.
Once this document has been approved by Business France, by return email, within 15 (fifteen) business days of receipt of said document, the CONTRACTING PARTY may send its invoice(s) for payment via Chorus Pro.

c. Payment Terms

Based on the initial purchase order (8.a.1), Business France shall pay the CONTRACTING PARTY in 2 (two) instalments in accordance with the payment schedule described below:

- Payment of an advance of 40% (forty per cent) of the provisional layout costs, 2 (two) months before the start of the trade show.
  There is no need to download an invoice for the advance on Chorus Pro.

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- Payment of the remaining costs upon presentation of an invoice sent after the trade show showing the amount due for all the services ordered and the payment already received by way of advance for this purchase order.

Invoices for any extra orders (5.a.2 and 5.a.4 concerned) must be sent after the trade show as soon as the final list of orders is approved.
Invoices for payment of any technical orders (5.a.3 and 5.a.4 concerned) must be sent in accordance with the deadlines of the organisers or their official service providers (proof of payment must be provided to Business France).
Any services not provided shall not be invoiced.

It should be noted that in the event of the cancellation, digitisation or postponement of the trade show due to a health situation or a decision by the trade show's organisers:

- The 40% (forty per cent) advance paid before the start of the trade show shall then be reimbursed. In the event of actual costs incurred that are not recoverable and which remain payable by the CONTRACTING PARTY, Business France undertakes to pay them upon presentation of the related supporting documents. These costs must be established jointly and be the subject of an agreement between the CONTRACTING PARTY and Business France.

d. Payment Method

Pursuant to Order No. 2014-697 of 26 June 2014 on the development of electronic invoicing, the Contracting Parties and subcontractors accepted for direct payment of contracts entered into with Business France must send their invoices electronically via the "Chorus Pro" invoicing portal.
One invoice per order and per due date must therefore be sent via the Chorus Pro portal.
Any invoice with more than one due date may be rejected.
The starting point for the payment date, to which the payment deadline mentioned on the invoice applies, is the date of receipt of the invoice by Business France at the Marseille Accounting Agency via the "Chorus Pro" invoicing portal, or the date of performance of the services ("service performed") if this is later than the date on which the invoice is received.
Invoices are payable at 30 (thirty) days, in accordance with the provisions of Act No. 2013-100 of 28 January 2013 containing various provisions for adapting legislation to European Union law in economic and financial matters (Title IV) and Decree No. 2013-269 of 29 March 2013 on combating late payment in public procurement contracts.
The CONTRACTING PARTY shall receive remuneration corresponding to the procedures defined in the Model Contract.
All payments are made in US DOLLARS (USD) upon presentation of an invoice in electronic form via the Chorus Pro Portal.
https://chorus-pro.gouv.fr
Each invoice relating to this contract is drawn up in one original which contains, in addition to the legal notices, the following information:

- the purchase order number (10-digit number) (without this number, the invoice cannot be accepted by our Accounting Agency);
- the invoice date and number;

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- the name and address of the creditor;
- the bank or post office account number;
- the SIRET or SIREN number and the trade register or equivalent number;
- the APE code (Activité Principale de l'Entreprise);
- the nature of the services covered by the request for payment;
- the detailed amount of the services excluding VAT and including VAT, with the VAT rate used;
- the Business France VAT no. within the EEC (and of the supplier if applicable);
- Intracommunity VAT
- the invoicing address:

  Business France Agence Comptable
  2 place Laurent d'Arvieux CS 60708
  13 572 Marseille Cedex 02 – France.

Payment shall be made by bank transfer to the bank account shown on the invoice and in accordance with the bank account details (RIB) provided by the Contracting Party.
In addition, the Contracting Party must provide its bank details when submitting its invoice on the Chorus Pro portal.
https://communaute.chorus-pro.gouv.fr/tag/coordonnees-bancaires/

Article 6 – CONTRACTUAL OBLIGATIONS

a. OBLIGATIONS FOR BUSINESS FRANCE

Business France will give a contact per show within the SCA department.

The SCA Project Manager will transmit the following elements to the CONTRACTING PARTY as soon as possible:

- Confirmation of Business France participation to the trade fair with an estimated area at least 90 (ninety) days before the beginning of the trade show. The final surface area will be confirmed no later than 60 (sixty) days before the show opens.
- The Internet code to the fair web site (in order to access to the exhibitor's manual). The CONTRACTING PARTY will have to check the documents and fill out the different order forms within the proper deadlines.
- An Autocad file completed with all the commercialized stands and spaces to be built up.
- The quantitative & qualitative form including a working schedule.
- As soon as possible, the shows technical drawings - as well as the drawings of the French pavilion(s) will be provided to the CONTRACTING PARTY.
- Any information and/or approval required by the CONTRACTOR to enable it to meet the organizer's deadlines (submission of plans, deadlines for technical orders) and place orders for services within the timeframes specified in the exhibitor's manual
- The technical schedule, the exhibition's technical calendar, and the technical constraints related to the purchased space (access hatches, pillars, structural heights, load-bearing

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capacity, changes to the design guidelines, etc.) as communicated by the organizers. It remains the CONTRACTOR's responsibility to verify this information during its communications with the organizers or the technical managers of the exhibition centers.

- In the event of a change to the visual identity guidelines, Business France agrees to provide the necessary materials as soon as they are available. The CONTRACTOR agrees to implement this change within a reasonable production timeframe (between one and two months) at no additional cost.

Business France cannot endorse the organizers delays and/or their schedule's postponement and/or modications (halls and/or plans changes, dates, …).

b. OBLIGATIONS FOR THE CONTRACTING PARTY

General Obligations

The CONTRACTING PARTY undertakes to co-operate in good faith and to respond to requests from Business France within a reasonable period of time.

The CONTRACTING PARTY must comply with the deadlines listed in the trade fair organizer's operational calendar (exhibitor's manual) and, in the event that Business France also provides an operational calendar, it must also be adhered to and shall prevail. The CONTRACTING PARTY undertakes, on pain of penalties, to deliver a pavilion that conforms to the specifications in accordance with the operational schedule.

The CONTRACTING PARTY undertakes to designate from among its team members a contact person who shall be responsible for all preparations and installations and shall be physically present throughout the assembly period and on the first day of the fair. This contact person shall be the SCA's contact or, failing that, the Business France representative on site. This contact person shall have the means of payment to be able to deal with unforeseen events (excluding extra orders) during the assembly. In the event of a change of contact person, the CONTRACTING PARTY undertakes to inform Business France as soon as possible and to appoint a person of an equivalent profile, who must ensure the continuity of services according to the same standards.

The CONTRACTOR undertakes to provide maintenance to ensure the proper functioning of the pavilion throughout the duration of the trade show and in accordance with the official regulations.
Maintenance during the trade show: The person in charge of maintenance must assist with setup and then be on site for the opening of the trade show (first day), available to the Business France representative.
On the other days of the trade show, at least one or more people must be available to respond within 30 minutes to perform maintenance on the French pavilion. This may include electrical or structural repairs, incorrect signage, broken furniture, malfunctioning televisions and other media equipment, or other broken devices, etc. The maintenance person or team must possess the required skills (electrical work, carpentry, media, etc.) and be authorized to arrive on-site quickly to

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perform the necessary maintenance work. This person must have the means to pay for any unforeseen costs (for example, with the organizer and/or official contractors, etc.) during the trade show, if necessary.
To this end, the service provider must provide Business France with an on-site representative who has a cell phone number so they can be reached immediately.
Unless otherwise provided for in the trade fair regulations, the CONTRACTING PARTY shall switch on the pavilion's power supply each day half an hour before the trade fair opens and switch it off half an hour after the trade fair closes.

During the day before the show opening until, at least, the noon of the opening day and more if the state of the pavilion requires it, the CONTRACTING PARTY undertakes to maintain an adequate multidisciplinary team on site at Business France representative disposal. This team will be equipped in such a way to be able, in one hand, to help to the installation of the exhibitors (by example, fixing exhibitor's posters, changing of location of spotlights or sockets, and so on). In another hand, this team must be able, as far as possible, to solve unexpected problems during the morning of the show.The CONTRACTING PARTY and Business France representative must make an inventory of the pavilion after the opening of the show and agree on the amount of the final invoice. Their departure can be brought forward whenever the situation allows, if, and only if, the Business France project manager agrees.

The CONTRACTING PARTY undertakes to comply, at its own expense, with all local environmental standards, technical health and safety regulations (country, city, place) shown in the exhibitor's guide and any other appended document.

The CONTRACTING PARTY shall appoint a "health and safety manager" from among its team members on site who shall be present on site or nearby throughout the entire duration of the trade fair, including the assembly and dismantling periods.

The CONTRACTING PARTY undertakes to submit the pavilion project to all competent authorities for approval and to produce all necessary documents at its own expense.

The CONTRACTING PARTY undertakes to provide, at the request of the fair organizer, a risk assessment document in accordance with the design of the pavilion and its location. This document must also be sent to Business France.

The CONTRACTING PARTY undertakes to ask the trade fair organisers directly for any additional assembly or dismantling days it may need. These additional days shall be paid by CONTRACTING PARTY.

The CONTRACTING PARTY is solely responsible for any engineering tasks and undertakes, where appropriate, to ensure that the structure of the pavilion is checked, at its own expense, by an approved design office.

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The CONTRACTING PARTY shall also bear any construction-related costs imposed by the trade fair organiser.

Any partial or total use by the CONTRACTING PARTY of the specific structural elements of the Business France pavilion for any purpose other than that of this agreement shall require the prior written approval of Business France.

As part of the assignment of rights, the CONTRACTING PARTY warrants that it owns all intellectual property rights to the design made by the CONTRACTING PARTY on behalf of Business France.

The CONTRACTING PARTY shall remain solely liable to third parties and shall hold Business France harmless against any action for infringement, claim by a third party on the basis of an infringement of an intellectual property right or an act of unfair competition or parasitic conduct.

A monitoring committee shall be organised at the request of either party with the CONTRACTING PARTY, the SCA and the Purchasing Department. The Purchasing Department shall be responsible for organising the said committee. The CONTRACTING PARTY shall be responsible for drafting the the report, which must be approved by the Purchasing Department within 5 working days of receipt of the document.

Technical Obligations

The CONTRACTING PARTY undertakes, if necessary, to contact the technical team of the fair or exhibition centre, in order to obtain all the information required to construct the pavilion structure as well as any additional technical information that cannot be found in the Exhibitor's Guide.

The CONTRACTING PARTY shall inform Business France of any technical problem concerning the format of the files provided by the exhibitors or Business France, upon receipt of the files, as well as their positioning on the dedicated space. It shall also provide Business France, for approval, at the latest one week before the start of assembly, a final proof for approval of any visual to be printed.

The CONTRACTING PARTY undertakes to provide Business France with a final list of orders placed on site either by the SCA or by the project manager of the Export Division, and the various requests made by the exhibitors (orders for additional furniture, modifications, repair of the equipment of the contracting party, etc.), in order that such may be ordered in accordance with paragraph 5.a.4. Business France shall not assume responsibility for any undelivered orders and shall not be committed to any orders processed directly between the CONTRACTING PARTY and exhibitors. In the event of a proven dispute with an exhibitor, any potential consequences, in particular any financial consequences, shall be borne by the CONTRACTING PARTY.

In the event of a request from Business France, the CONTRACTING PARTY undertakes to place technical orders (for example: fluids, slinging, cleaning, etc.) on behalf of Business France with the fair's organisers or their official service provider(s) and based on the deadlines set out in the fair

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organiser's operational calendar (exhibitor's manual). This will then be covered by an order in accordance with paragraph 5.a.3.
The CONTRACTING PARTY undertakes to inform Business France before placing any technical orders and to obtain prior approval either through the SCA, where the exhibitors are managed by the SCA, or through the Export Division project manager, where the exhibitors are managed by the CONTRACTING PARTY.

The CONTRACTING PARTY undertakes to pay all invoices relating to orders placed with the trade fair organisers and/or their official service provider(s).
Business France may not be held liable vis-à-vis the organizers of the fair or their official service provider(s) for any late payment by the CONTRACTING PARTY. The CONTRACTING PARTY undertakes that Business France shall not be affected in any way whatsoever in the event of a payment dispute between it and the organizers of the fair or their official service provider(s). The order and payment process for technical orders by Business France is described in Article 5-ORDERING, INVOICING AND PAYMENT PROCEDURES.

In the event of penalties incurred by Business France for any reason for which the CONTRACTING PARTY is responsible, Business France shall invoice the CONTRACTING PARTY for them.

On arrival on site it is the CONTRACTING PARTY's responsibility to check the compliance and condition of the spaces allocated to Business France by the organisers. It must ensure that the organisers acknowledge any problems observed.
Upon departure, the CONTRACTING PARTY shall ensure that the inventory is identical to that on arrival. It must refer any matter to the organisers in the event of a problem.
In any event, Business France shall invoice the CONTRACTING PARTY for any penalties that may be imposed on it by the organisers or the exhibition site resulting from the CONTRACTING PARTY's intervention (e.g. damage caused to the building, obstruction of spaces outside the official operational schedule, etc.)

During the assembly period and on the first day of the trade fair, the CONTRACTING PARTY is requested, as far as possible, to have sufficient additional furniture stock (extra orders) available to deal with any on-site orders.

Article 7 – SUBCONTRACTING

The CONTRACTING PARTY can subcontract part of his services.
The CONTRACTING PARTY must communicate before the beginning of the contract a declaration of subcontracting (DC4 form) to Business France including the address, the email adress and phone number of his subcontractors if applicable and the subcontracted services.
Nevertheless, no subcontracting can begin without Business France previous agreement.
Business France reserves itself the right to pay directly the subcontractors.

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If the CONTRACTING PARTY changes his subcontractor during the duration of the contract, the CONTRACTING PARTY must communicate a declaration of subcontracting (DC4 form) and maintain the same quality of service with the same level of material and furniture choosen during the tender. In every case, the CONTRACTING PARTY remains the only interlocutor and responsible for the progress of the services realized for Business France.

Article 8 – DEADLINES – CALENDARS – DELAYS

Business France keeps the right to enforce penalties following the cases below:
The parties shall agree on the damage amount undergone by Business France from the elements identified on site and from photos of the pavilion.

System for computing the penalties :

- **N°1:** In the case of significant delay for setting up all or part – i.e. the equivalent to more than 30% of the total surface - of the pavilion, meaning that an important part of the setting up is not completed when the exhibitors arrive and therefore the latter cannot use the booth: 5% (five percent) of the basic fit-out costs (unit price × number of square meters).

- **N°2:** In the case the setting up is not completed when the show/event opens: from 10% to 50% (from ten to fifty percent) of the basic fit-out costs (unit price × number of square meters, depending on the state of progress for the pavilion setting up, and the observed delay preventing the exhibitor from opening the pavilion for France.
For any delay, except in cases of force majeure, exceeding the assembly period scheduled for the trade fair for which the CONTRACTING PARTY has been selected, Business France shall be entitled to terminate the contract as well as any related orders and/or services.

- **N°3:** In the case the quality of finishes does meet the requested standards of quality or in the case the contract is renewed the quality of the pavilion must remain constant during the whole period (i.e stains on partitions, dirt, scratches, damaged furniture, cleanliness of all elements, visible damage, and the quality, resolution and/or installation of all graphic elements (non-exhaustive list)…), from 5 to 10 % of the total amount of basic fit-out services (unit price × number of square meters)..

- **N°4**: In the case of non-compliance of the delivered services (non-exhaustive list) non-compliance with the planned exhibitors' layout, non-compliance with the specified materials or furniture, and non-compliance with the required dimensions, from 5% to 10% (five to ten percent) of the total amount of the concerned pavilion.

- **N°5**: In the case of non-compliance of the maintenance as requested article 6b general obligations: from 5% to 10% (five to ten percent) of the total amount of the concerned pavilion.

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In addition, any services not delivered shall not be paid for.

In case of any delay, excepted in the case of a "force majeure", that is superior to/longer than the setting up period planned for the event the CONTRACTING PARTY was selected for, Business France may also nullify the present contract, in its full right, as well as the cancelling possible additional services to be provided as far as other shows/events are being listed in the so called contract.

Article 9 – MODIFICATIONS

8.1 LIST OF THE SHOWS

Business France trade shows schedule is highly dependent on our ministerial supervisions. Consequently the contract shall not be considered as a formal commitment of Business France to participate to the trade shows. Business France can cancel or add some trade shows. The mentioned areas may also change.

The list of the shows can be modified by Business France: other shows can be added to the list or taken out for sales policy considerations, at any time for any reasons linked to public interest and in particular to meet Business France budgetary situation and obligations budgetery needs. The sqm of each show can also be modified (reduced or increased) during the contract period. So the list of shows, including their details, is only indicative, not definitive and subject to modifications.

8.2 THE STAND LAYOUT

Some changes can be made on certain events to answer demands of some exhibitors (signage, furniture, lighting…).

Article 10 – END OF CONTRACT / REVERSIBILITY CLAUSE

The CONTRACTING PARTY agrees to maintain staff, quality of service and processing times until the last day of the contract.
- It must have processed all the services assigned.
- He will make a complete status of files being processed it will not be possible for him to finish for valid technical reasons (pending validation, etc.).

The CONTRACTING PARTY shall return to the expiration or termination of the contract for any reason whatsoever, all the information provided for the needs of the market, except the only information the CONTRACTING PARTY must be available for purposes accounting exclusively without making a copy. It undertakes to destroy these information regardless of their physical or dematerialized support and to ensure that this is also done by subcontractors and suppliers.

Article 11 – RESILIATION

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The contract may be cancelled by Business France without compensation and with provision of the services at its own expense:

- If the CONTRACTING PARTY has violated the law or labor regulations,
- In case of fault, failure characterized of the obligations of this contract,
- If the CONTRACTING PARTY has delivered on the occasion of its market to fraudulent acts on the nature, quality or quantity of services provided.

The market cancelled is liquidated taking into account completed services and admitted and the ongoing work which the CONTRACTING PARTY accepts completion.

Business France may provide for the execution of services at the expense and risk of the CONTRACTING PARTY for any non-execution of a service which, by its nature, can not suffer any delay.
Cancellation of the contract does not prevent the exercise of civil and criminal actions that may be undertaken by the CONTRACTING PARTY for his faults.

Furthermore, Business France as a public industrial and commercial character, may at any time cancel the execution of the services involved in this contract before completion for reasons of public interest. The decision to cancel the contract is notified to the CONTRACTING PARTY by registered letter with acknowledgment of receipt. The payment of services provided is then made in proportion to the services actually performed to the exclusion of any other compensation.

Article 12 – SUPPLY OF THE DOCUMENTS PROVIDED FOR IN ARTICLE D.8222-5 AND D.8254-2 TO 5 OF THE LABOR CODE

Pursuant to Article D.8222-5 of the Labor Code, the Contractor shall produce, once the contract is awarded and every 6 months until the end of its execution, an attestation of declarations of social charges (attestation de fourniture des déclarations sociales) and payment of the social security contributions and payments from the social welfare organization charged with their collection that is less than 6 months old.
In application of articles D 8254-2 to 5 of the Labor Code, when the contract is awarded and every 6 months until the end of its execution, the Contractor must provide a list of the names of the foreign employees that it employs subject to work authorization. This list shall state, for each employee, the date they were hired, their nationality and the type and order number of the work authorization document.
This list must also be provided by any Contractor established abroad seconding employees on the national territory for the execution of this contract.

In the event of any inaccuracy in the documents and information or the refusal to produce the documents provided for in Articles D 8222-5 and D 8254-2 to 5 of the Labor Code, the conditions of termination provided for in the specifications of this contract shall be applied to the prejudice of the Contractor.

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Article 13 - REGULARITY UNDER FISCAL AND SOCIAL LEGISLATION

The representative of the Contractor, signatory of the contract, certifies under penalty of automatic termination of the contract, that neither the company nor any of its representatives, including the representative, do not fall under the prohibition arising from Article 50 of law n° 52-401 dated 14 April 1952.
The representative of the Contractor, signatory of the contract, attests on their honor that the work, carried out by them or their sub-contractors, if any, will be carried out by employees regularly employed under the provisions of the Labor Code and in particular Articles L.3243-1 et seq. and Articles L.1221-10 and L.1221-13 of said Code.

Article 14 – TECHNICAL WARRANTEE

The CONTRACTING PARTY ensures that services comply with the provisions of this agreement and more generally with the legal and regulatory requirements.
Under its obligation of result (see Tender Specifications), the CONTRACTING PARTY agrees, in case of error, non-compliance and inability to correct and continue by all means and at its sole expense, expected benefits by this. In the case of a failure of the CONTRACTING PARTY, Business France may request a third party, replacing the CONTRACTING PARTY in the performance of services provided.

In case of error or non-compliance, the CONTRACTING PARTY shall, at its sole cost and on request of Business France, correct the services within a reasonable time.

A maintenance has to be organized during the show: a labor team covering any kind of demand (electricity, carpentry, graphics, furniture…) has to stay at the disposal of Business France representative.

Article 15 – INSURANCES

As detailed in article 11 of Business France General Conditions of Purchase and Payment, the CONTRACTING PARTY shall subscribe an insurance for the financial consequences of damages that may occur to him or her and civil liability he or she could be responsible for regarding orders of products and services provided to Business France.

ARTICLE 16 - RESPONSIBILITY

In accordance with the General Terms and Condition of Purchase and Payment, the Contractor undertakes to compensate the subscribing entity for any costs and damages that may be the consequence of its non-execution or incorrect execution of its obligations without prejudice to the provisions of Article 7 (penalties).

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It must comply with the laws and administrative or other regulations, in particular concerning health and safety. The Contractor is responsible for any offenses or violations of the laws, implementing decrees and regulations, committed by itself or its personnel during the services included in this contract.

It shall assume any charges resulting from its services, in particular labor charges, payment of wages and any charges relating thereto, supplies, implementation and replacement of equipment, payment of duties, taxes, and insurance premiums relating thereto.
The Contractor is responsible for the safety of its personnel and the prevention of accidents at work and, in particular, any violation of any administrative rule or any other measure relating to health and safety.

Article 17 – INTELLECTUAL PROPERTY

In addition to the provisions stated in article 15 of Business France General Conditions of Purchase and Payment, the CONTRACTING PARTY shall not make use of concepts and design created by or for Business France for French pavilions, be it either to the benefit of a third party or to its own benefit.

Article 18 – PERSONAL DATA PROTECTION

The CONTRACTING PARTY delivers services for which its employees are as competent as required, notably as far as the respect of inside rules is concerned.
Business France explicitly reminded to the latter that all the personal data is strictly and strategically confidential.
As a result, the CONTRACTING PARTY agrees that all the data and files shall respect the French data protection act (“Loi informatique et libertés”) amended, and the General Data protection Regulation (GDPR) (EU) 2016/679 of the European Parliament and of the Council dated April 27th, 2016 and relates to private life and professional secrecy and thereby are part of the obligations related to private life and professional secrecy.

In addition to the provisions stated in article 17 of Business France General Conditions of Purchase and Payment, the CONTRACTING PARTY commits itself in taking all the necessary precautionary measures as for the nature of the data and the risks that using them might imply, in conformity with article 35 of law n°78-17 of January, 6th 1978, as amended, with the purpose of ensuring file data security, and notably protecting it from being altered, damaged, lost and from being accessed without authorizations.

Article 19 – ENVIRONMENTAL AND SOCIAL CLAUSE

The CONTRACTING PARTY defines and enforces policies that contribute to the preservation of natural resources and uses industrial solutions tailored to the fullest extent possible.

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It reduces waste from its production and ensures their elimination by friendly solutions for the environment. The CONTRACTING PARTY avoids as much as possible the use of toxic chemicals. In cases where no alternative exists to the use of such products, it restricts the use and ensures their safe handling and use for human health. It encourages the development of environmentally sound technologies (control of pollutants and CO2 emissions) as well as energy conservation and recycling, and deploys logistics strategies limiting environmental impacts (particularly in terms of storage, transport).

Similarly, in terms of human resources, the CONTRACTING PARTY promotes diversity and the employment of people who are remote, such as people with disabilities, and implements training activities for these people.

Article 20 – CONFIDENTIALITY CLAUSES

As detailed in article 16 of Business France General Conditions of Purchase and Payment, the CONTRACTING PARTY undertakes not to reveal, in any case, documents or confidential information which would be communicated by Business France on the occasion of the submission of an offer and/or the execution of the present contract and to enforce this obligation to his or her staff and his or her subcontractors if any.

Any support containing confidential information entrusted to the CONTRACTING PARTY must be return to Business France at the end of this contract.

In case of non-compliance with these obligations, independently of the criminal penalties which could apply, the CONTRACTING PARTY will be subject to the termination of the present contract to his disadvantages.

Article 21 – GOVERNING LAW - SETTLEMENT OF DISPUTES

The relations between Business France and the CONTRACTING PARTY are subject to French law.

In case of dispute in which an amicable solution is not reached, the relevant jurisdiction will be the Tribunal Administratif de Paris (FRANCE).

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RÉPUBLIQUE FRANÇAISE
Liberté
Égalité
Fraternité

Business France

PRELIMINARY ADVICE OF THE AUTHORITY RESPONSIBLE FOR ECONOMIC AND FINANCIAL OVERSIGHT
For the government and its agencies, the advice of the authority responsible for economic and financial oversight
In : …… , the …… In one original copy
Raphaël ALOMAR Chief Financial and Economic Officer
(Signature)

Business France	**CONTRACTING PARTY**
In Paris, …… in one original copy	In ……, the …… in one original copy
Mr Louis MARGUERITTE, CEO	Name and Position
(Signature)	*(Signature and stamped)*

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