

GENERAL PROVISIONS

Article One - General

Tunis - medfranchise is organized by The Chamber of Commerce and Industry of Tunis. The show is open to Tunisian 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 organized 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 organized commerce.

By signing their application form, exhibitors undertake to comply with the clauses of these regulations without restriction or reservation, as well as all new provisions that may be imposed by the circumstances and adopted in the interest of the event by the organizers, who reserve the right to notify them of these verbally. If, for reasons beyond the control of the organizer, such as security or safety problems, administrative measures, fire, flooding, destruction, accident, force majeure, local or national strike, riot, insecurity risks, storm, terrorist threat, etc., the show cannot take place, applications for admission shall purely and simply be cancelled. The organizer shall immediately inform the exhibitors in writing of this and the sums remaining available after payment of all the expenses incurred will be divided between the exhibitors pro rata to the sums paid by each of them and, by express agreement, no appeal shall be made against the organizer on any grounds whatsoever. The exhibitor leaves it up to the organizer to appreciate if the Exhibition must be suspended or evacuated for major, unpredictable or economic reasons or in the event of threat for the safety of the public and undertakes not to make any objection against its decision whatsoever.

PARTICIPATION

Article 2 - Conditions of Participation

Tunisian and foreign firms presenting a franchise or organized commerce concept or capable of contributing to the development of franchising and organized commerce and which fall within the categories covered by Tunis - MedFranchise shall be allowed to exhibit. The exhibitor may only show the concepts or services listed in its application for admission and accepted by the organizing committee as complying with the categories at the exhibition on its stand. It may not advertise exhibiting firms in any form whatsoever. The management committee shall consider applications and make a decision on each of them without being obliged to provide reasons for its decision. Rejection of an application shall not give rise to compensation. The sums that have been paid shall, in such an eventuality, be purely and simply returned. The products and services presented by the exhibitors must comply with law and order and the laws in effect. For this reason, it is strictly forbidden to exhibit products illicit or proceeding from illicit activities. It is also forbidden for an unauthorized person, under the law, to propose services and products which do not comply with the relevant regulated activities by the law. Any violation of these provisions may result in legal proceedings against the offending exhibitor, without measure which could take the organizer to cease the disorder.

Article 3 - Application for Admission

The application must be signed and must be made on the official form produced by the organizer. It must provide all the information requested and it must be returned to the organizer as quickly as possible and in any event by the date specified on the form, together with the payment specified by article 8. If the show consists of different specialist sections in which a single exhibitor wishes to exhibit, an application form for each section of interest to the exhibitor must be completed. No application will be considered without submission of the pre-contractual information pack. The application form constitutes an irrevocable offer for a stand area equal to or less than (up to 50%) of that requested, which the organizer is at liberty to accept or refuse in accordance with the conditions set out below. The receipt of the application by the organizer implies that the exhibitor is familiar with the present regulations, the specific regulations as well as the descriptions in law applicable to exhibitions organized in Tunisia and that it agrees to be bound by them without reservation. It also implies the acceptance of all the new provisions that may be imposed by the circumstances and which the organizer reserves the right to notify the exhibitor thereof, including by verbal means, as soon as the provisions have been Adopted in the interests of the show. The application for admission by an exhibitor that is in a state of insolvency may be cancelled, even after acceptance by the organizer which is aware of this situation. In such an event, the deposits paid shall be retained by the organizer.

Article 4 - Control of Admissions

The sending by the organizer of an application form does not constitute an offer on its part to participate. The organizer shall receive the applications and decide upon the admissions. It may delegate this task to any organization concerned with the proper progress of the show. An application may in particular be rejected when it relates to an exhibitor:

- showing products and/or services of which the nature, operation or presentation is liable to impair the prestige of the show or alter its character.
- showing products and/or services that do not conform with the regulations
- Whose advertising does not conform to the regulations?
- Whose solvency or whose commercial methods are dubious.
- Whose presence could detract from the homogeneity or the quality of the image of the show as conceived by the organizer?

Acceptances may only be considered up to the limits in area set by the organizer for each of the groups or sectors of the show. Admission shall be signified by official notification from the organizer to the exhibitor with which will be enclosed the invoice and the plan of the site that has been allocated to it. So far as the exhibitor is concerned, it then becomes final and irrevocable. Any claim regarding the rejection of an application for admission or the decision itself must be sent by registered mail with Acknowledgement of receipt to the organizer within a period of 10 days following notification of the disputed decision. It is expressly agreed that once this period has passed the rejection cannot be disputed in any way or in any form whatsoever. The rejection of an application by the organizer shall not give rise to any compensation. The sums paid by the exhibitor will be returned to it with the exception of the handling charges for the application, which will be retained by the organizer. Admission to a specific show does not entail the acquisition of any right by the exhibitor and in no way prejudices subsequent decisions that may be made for subsequent shows regarding participation in the show, the area that may be offered or the location of its stand.

Article 5 - Assignment / Sub-letting

Without the organiser'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 Exhibition. Nevertheless, several exhibitors may be granted joint authorisation to make a group presentation, providing each of them should submit a prior request for the approval to the organiser and sign a application for joint-participation.

Article 6 - Withdrawal

In the event of withdrawal or non-occupation of the stand for whatever reason any sums paid and/or due in whole or in part towards the hire of the stand, shall retained by the organiser, even if the stand is let again to another exhibitor. An exhibitor shall be deemed to have withdrawn if, for any reason whatsoever he should fail to take possession of his stand 24 hours before the day on which the Exhibition is due to open. The organiser may therefore dispose of the defaulting exhibitor's stand and the latter shall have no right to claim a refund or compensation, even if the stand is allocated to another exhibitor.

FINANCIAL CONDITIONS

Article 7 - Price

The price of stands is decided by the organiser and may be revised by the organiser if there is a modification to its components, including but not limited to variations in the cost of materials, labour, transportation and services as well as tax and social charges.

Article 8 - Payment conditions

Payment for hire of the stand and other associated costs is to be made by the settlement dates and by methods fixed by the organiser and notified to the exhibitor in the Exhibition information package. For any late application of participation, the first payment is equal to amounts already due at the date of receipt of the application. The same provision applies to exhibitors on the waiting list who are allocated a stand which becomes vacant.

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». Debt collection costs shall be payable by the debtor.

STANDS

Article 10 - Allocation of stands

The organiser establishes the layout of the Exhibition and allocates sites at his free will, taking into account as far as possible, the wishes expressed by the exhibitor, the nature of the products and/or services which he is presenting, the layout of the stand he proposes to install as well as, if necessary, the date on which the application was registered and the exhibitor's seniority in applying to the Exhibition. The organiser may modify the size and layout of the area requested by the exhibitor. Such modification shall not entitle the exhibitor to unilaterally terminate his engagement to participate. An exhibitor is notified of the location of the stand allocated to him by means of a layout. This layout gives the characteristics of the stand as precisely as possible. Where possible, it is the exhibitor's responsibility to verify the conformity of the layout before setting up his stand. The

organiser is not liable for any difference between the characteristics given on the layout and the actual measurements of the stand. The layout shows the general layout of the other stands 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 able to be communicated to the exhibitor. Any claim concerning the location set out in the layout must be presented within one week. After this time limit, the location proposed shall be deemed accepted by the exhibitor. Under no circumstances can the organiser reserve a specific location, nor book such a location for the next Exhibition. Furthermore, participation in previous Exhibitions shall not confer any right to a particular location nor confer any priority in the allocations.

Article 11 - Installation and decoration of stands

Stand installation is in accordance with the plans drawn up by the organiser. Subject to the organiser's prior consent in writing, exhibitors may build split-level stands provided the conditions set out in Exhibitor's Handbook are complied with. Regulations concerning the construction of such stands are available from the organiser on request. Exhibitors are responsible for the specific decoration of their own stands. They shall comply with safety regulations issued by the public authorities and adhere to the general layout for decoration and signage drawn up 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 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 Exhibition. In the same way, the organiser decides on the conditions in which photography or sound recording is authorised within the confines of the Exhibition. The organiser reserves the right to require that any fitting detrimental to the general appearance of the Exhibition, to neighbouring exhibitors or the public, or which does not conform to the layout and model submitted for his prior approval, shall be removed or modified. The organiser may withdraw an authorisation already given in the event of hindrance caused to neighbouring exhibitors, to circulation or to the running of the Exhibition.

Article 12 - Reinstallation

The organiser declines all responsibility 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 halls and venue equipment, caused by themselves or by their installations, equipment or goods.

TIME LIMIT FOR STAND ERECTION AND REMOVAL

Article 13 Assembly and dismantling

The organiser determines the programme for erection and installation of the stands prior to the opening of the Exhibition. He also fixes dates and times for dismantling the stands, and removing equipment, materials and products as well as deinstallation of the site at the end of the Exhibition. With regard in particular to the dismantling and removal of stands and reinstallation of the site, the organiser may complete tasks which have not been carried out by the exhibitor within the deadlines, for which the exhibitor accepts all costs and risks. If an exhibitor should fail to vacate the site in due time, the organiser shall be entitled to penalties and damages.

Article 14 - Specific authorisations

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

Article 15 - Goods

Each exhibitor provides for transport and reception of goods sent to him. He must act in accordance with the organiser's instructions concerning the delivery and dispatch of goods, particularly with regard to vehicle circulation within the confines of the Exhibition. Under no circumstances shall products and materials brought to the Exhibition, leave the Exhibition until it has ended.

CLEANING

Article 16 - Cleaning

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

SERVICES

Article 17- Fluids

Connections to electricity, telephone, water and compressed air mains are charged as stated in Exhibitor's handbook 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 18 - Customs

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

Article 19 - Intellectual property rights

The exhibitor ensures the Organiser that he had obtained all Intellectual Property Rights held in equipment or products/ creation/ trade mark which he exhibits or permission for this exhibition. The organiser will accept no responsibility in this regard. The organiser will be allowed to exclude the exhibitors condemned in Intellectual Property matter, such as counterfeiting. The exhibitor allowed the Organiser as a favour to reproduce and utilise equipment or products/ creation/ trade mark which he exhibits, in all the communication tools of the trade show (Internet web site show's official catalogue, invitations, plan, promotional video, newsletter, etc.) and all tools used to promote the exhibition (picture taken on the exhibition destined to be published in a newspaper or on Internet, TV program dealing with or shoot on the exhibition...). The exhibitor ensures the Organiser that he had obtained permission for the uses above mentioned. The organiser will accept no responsibility in this regard.

Article 20 - Society of collective management

In the absence of an agreement between collection and allocation's societies of Rights and the organiser, the exhibitor must deal directly with these societies or any other competent organisation if he uses music in any way whatsoever within the confines of the Exhibition, as the organiser declines all responsibility in this regard. The organiser can verify all these agreements.

CATALOGUES

Article 21 - Catalogues

The organiser reserves the exclusive right to publish and sell the catalogue of exhibitors, together with the advertising which appears in the catalogue. He may subcontract all or part of this right. The information necessary for the writing of the catalogue is furnished by the Exhibitors who are responsible for all information they supply for entry in the catalogue. The organiser cannot be held responsible for any omissions or errors in reproduction or composition or any other mistakes which may occur. The organiser reserves the right to modify, remove or group entries wherever he judges 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 22 - «Exhibitors passes»

« Exhibitors passes» giving right of entry to the Exhibition subject to the conditions fixed by the organiser are issued to exhibitors. Unused «exhibitors passes» may be neither returned nor reimbursed after the organiser has issued them against payment.

Article 23 - Invitation cards

Invitation cards intended for visitors whom the exhibitors wish to invite are issued to exhibitors subject to the conditions fixed by the organiser. Any unfair request and/or any other use may be result in legal proceedings. Cards which remain unused may be neither returned nor reimbursed after the organiser has issued them against payment. Only passes, invitation cards and entrance tickets issued by the organiser give right of entry to the Exhibition.

SAFETY

Article 24 - Safety

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 organiser. The organiser reserves the right to verify that these measures are respected. Surveillance is carried out under the control of the organiser; his decisions concerning the application of safety regulations are implemented immediately.

APPLICATION OF THE REGULATIONS - DISPUTES

Article 25 - Application of the regulations

Any violation of the provisions of the present regulations or internal regulations issued by the organiser may result in the exclusion of the offending exhibitor even without prior warning. This applies, specifically, to non conformity of stand fittings, failure to comply with safety regulations, failure to occupy the stand, display of products which do not conform to those stated in the initial application, sale of goods with immediate on-site delivery to the purchaser. An indemnity is then due from the exhibitor as damages and as reparation for moral or material harm suffered by the Exhibition. This indemnity is at least equal to the sum still due by the exhibitor to the organiser, without prejudice to any additional damages which may be demanded. The organiser requires, in this respect, the right to retain exhibited products and furniture or articles of display belonging to the exhibitor.

Article 26 - Modification of the regulations

The organiser reserves the right to give a ruling on all cases not provided for within the present regulations and to add new provisions whenever he believes this to be necessary.

Article 27- Disputes

In the event of a dispute, the exhibitor undertakes to submit his claim to the organiser before taking any other action. The exhibitor formally agrees that any legal action undertaken in less than fifteen days from the date of this submission and more than one year after this expired fifteen days time is declared inadmissible. In the event of dispute, the courts seated in the area which includes the organiser's registered address alone are competent and the French version of this text will be referred to.