

ENBA HOUSE PARIS FOUNDER MEMBERSHIP & CONSIGNMENT TERMS

RECITALS

(A) ENBA France operates ENBA HOUSE Paris, a curated retail house at 18 Rue du Pont Louis-Philippe, 75004 Paris, dedicated to the presentation and consignment sale of natural cosmetic products and beauty products selected through the European Natural Beauty Awards evaluation protocol.

(B) ENBA HOUSE Paris was initially developed under the commercial name ENBA HOUSE Paris by Quality Society SAS. ENBA France has been established to operate ENBA HOUSE Paris from the above address from its opening.

(C) Certain invited brands previously paid a Founder Member Entrance Fee to Quality Society SAS. Where the Order Summary states that a prior payment is credited, ENBA France recognises that payment in full, the Member retains Founder Member status without interruption, and no further Entrance Fee is due except as expressly stated in the Order Summary.

(D) These Website Clickwrap Terms replace the signature-format Founder Membership & Consignment Agreement V2.0 for Members who accept Version 2.1 through the electronic flow.

(E) The Member acts exclusively for business purposes and wishes to hold Founder Membership of ENBA HOUSE Paris on the terms below.

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ARTICLE 1 – PARTIES AND CONTRACTUAL DOCUMENTS

1.1 Operator. ENBA FRANCE, a SAS incorporated under French law, with registered office at 1 RUE MARGUERIN 75014 PARIS, registered with RCS Paris under SIREN 10623955100018, intra-community VAT number FR42106239551, operating under the commercial name ENBA HOUSE Paris, represented by Macha Indy Chibani as CEO ("ENBA France" or the "Operator").

1.2 Member. The legal entity identified as the Founder Member in the Order Summary, acting through the representative identified there (the "Brand", the "Founder Member" or the "Member").

1.3 Authority. The person accepting the Agreement represents and warrants that they are authorised to bind the Member. ENBA France may request supporting evidence of authority and may suspend activation until satisfactory evidence is provided.

1.4 Contract documents. The Agreement consists of: (a) the completed Order Summary; (b) these Terms in the version identified in the Order Summary; (c) Annex 1 and Annex 2; and (d) any later written amendment accepted by both Parties. If there is a conflict, the Order Summary prevails, followed by a later amendment, these Terms and then the Annexes.

1.5 Business use only. The Membership is offered only to persons acting for purposes relating to their trade, business or profession. It is not a consumer subscription.

ARTICLE 2 – DEFINITIONS

Acceptance Record. The electronic evidence described in Article 27 and Annex 3.

Agreement. The Order Summary, these Terms, the Annexes and any valid amendment.

Annexes. Annex 1 (Shelf Layout & Membership Plans), Annex 2 (Eligible Products)

Brand / Founder Member / Member. The business entity identified in the Order Summary.

Digital Portal. The online member platform operated by or for ENBA France under Article 17.

Effective Date. The date and time when Acceptance is completed under Article 3.

Eligible Products. Products permitted under Annex 2.

ENBA HOUSE Paris. The curated shared retail house operated by ENBA France at 18 Rue du Pont Louis-Philippe, 75004 Paris, together with the associated Membership Services.

Entrance Fee. The one-time contribution conferring Founder Member status, with its paid, credited, waived or payable status shown in the Order Summary.

European Natural Beauty Awards. The trademarked annual programme organised by Nordic Natural Beauty Awards Oy Ltd (registration 3113389-3, Finland), together with its evaluation protocol and awards.

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Eye-Level Shelf. The two central shelves reserved for Founder Member placement, as illustrated in Annex 1.

Membership Fee. The recurring fee for the selected Membership Plan.

Membership Period. Each three-month period paid in advance under Article 7.

Membership Plan. Plan A, B or C selected in the Order Summary.

Membership Services. The physical placement and evolving member services described in Article 5.

Opening Date. 1 August 2026.

Order Summary. The personalized online summary displaying the Member, selected Plan, price, VAT, initial amount due, renewal terms, start date, Entrance Fee status and any particular conditions.

Products. Items supplied by the Member on consignment.

Recommended Retail Price / RRP. The retail price set by the Member under Article 9.2.

Rotating Brands. Brands admitted without Founder Member status.

Sales Period. A reporting period under Article 10.

Sales Proceeds. Revenue generated from Product sales after French VAT (currently 20%) and Shopify POS system fees (currently 1.5%).

Terms. These Founder Membership & Consignment Terms, Website Clickwrap Version 2.1.

ARTICLE 3 – ELECTRONIC CONTRACTING, PURPOSE AND EFFECTIVE DATE

3.1 Purpose. The Agreement governs Founder Membership, permanent retail placement, storage, consignment sales, Membership Services and associated privileges.

3.2 Review and correction. Before Acceptance, the Member is given access to the Order Summary, these Terms and the Annexes in a form that can be saved and reproduced, and may identify and correct data-entry or plan-selection errors.

3.3 Acceptance steps. The Member accepts by: (a) logging into or using a verified invitation to the membership flow; (b) reviewing the Order Summary and the accessible contractual documents; (c) checking the unticked acceptance box; and (d) clicking the final acceptance button displaying the amount due and the payment obligation.

3.4 Completion. Acceptance is completed when ENBA France's system records the final confirmation and makes an acknowledgement accessible to the Member. ENBA France sends an electronic acknowledgement without unjustified delay.

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3.5 Effective Date and Opening. The Agreement takes effect on the Effective Date. Retail operations and Membership Fees begin on the later of the Opening Date and the Service Start Date in the Order Summary.

3.6 No handwritten signature required. The Parties agree that the electronic Acceptance process is intended to manifest consent and create binding evidence. A handwritten or qualified electronic signature is not required unless ENBA France expressly requests one for a specific Member.

3.7 Declined or failed payment. If the initial payment is declined, ENBA France may treat activation as pending and withhold Membership Services until payment is completed. The Acceptance Record remains evidence of the Member's submitted order, subject to any express cancellation displayed in the flow.

ARTICLE 4 – FOUNDER MEMBERSHIP STATUS

4.1 Recognition. ENBA France recognises the Member as a Founder Member from activation. The Entrance Fee status is as shown in the Order Summary.

4.2 Legacy credit. Where the Order Summary states that an Entrance Fee paid to Quality Society SAS is credited, it is recognised in full and no further Entrance Fee is due.

4.3 Privileges. Subject to the Agreement, the Founder Member benefits from:

- guaranteed permanent placement within ENBA HOUSE Paris;
- premium placement on the Eye-Level Shelf;
- storage allocated under the selected Plan;
- one month of priority registration for future ENBA HOUSE locations ahead of Rotating Brands; and
- priority access to Membership Services.

4.4 Permanence and SKU rotation. Permanent status and Eye-Level Shelf entitlement are guaranteed during the Agreement, subject to Articles 9.5, 20 and 21. The guarantee attaches to the contracted allocation; specific Products may be adjusted under Article 9.5.

4.5 Loss of status. Termination ends Founder Member status. A returning brand must reapply as a Rotating Brand under the terms then in force.

4.6 Continuity. Where the Order Summary identifies a prior founding agreement, this Agreement replaces it in full while treating the Member's status as continuous and uninterrupted.

ARTICLE 5 – SCOPE OF MEMBERSHIP SERVICES

5.1 Components. The Membership consists of two complementary elements:

(a) Physical retail participation: the sales shelf space and back-of-house storage allocation selected by the Brand and recorded in the Order Summary, together with the related in-store services provided by ENBA France, including product display, visual merchandising, consignment sales, stock handling, sales reporting and payment of Sales Proceeds in accordance with this Agreement; and

(b) Access to the ENBA HOUSE Paris member ecosystem: access to the wider range of services, tools, events and commercial opportunities made available to members from time to time. These may include the Digital Portal, press and influencer activities, window takeover, consumer events, masterclasses, networking opportunities and other initiatives intended to support the Brand's visibility, commercial development and participation in the ENBA HOUSE community.

Together, the physical retail participation and access to the member ecosystem constitute the **"Membership Services."**

5.2 Evolving Services. ENBA France may develop, expand, adapt, replace or discontinue Membership Services from time to time in response to the needs of members, commercial opportunities and the operation of ENBA HOUSE Paris. These services may include, without limitation, press and influencer events, buyer and distributor meetings, consumer events, product-sampling campaigns, private use or rental of the ENBA HOUSE Paris space, window-display takeovers, dedicated brand activations, online marketplace participation, training sessions, masterclasses and other future member services.

5.3 Annual Optional Services Catalogue. At least once per calendar year, ENBA France will make available to the Brand a catalogue or list describing the principal optional services then offered to members and their applicable prices. The catalogue may include, among other services:

- window-display takeovers;
- private events and brand activations;
- rental or private use of the ENBA HOUSE Paris space;
- product-sampling and sample-distribution campaigns;
- press, influencer, buyer or distributor events;
- masterclasses, training sessions and consumer workshops;
- additional marketing, content-production or visibility opportunities; and
- participation in an online marketplace or other digital commercial services.

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The catalogue is provided for information and planning purposes. The availability, scheduling, capacity, conditions and pricing of each optional service may vary. ENBA France may introduce new optional services or update the catalogue during the year and will inform the Brand of the applicable terms and price before any booking or participation is confirmed.

5.4 Included and Optional Services. Certain Membership Services are included in the Membership Fee, as identified in this Agreement, the Order Summary or the applicable member-services information provided by ENBA France. Other services are optional and may be offered under separate booking conditions, commercial terms or additional fees.

The Brand is under no obligation to purchase or participate in an optional service. No optional service will be charged unless the Brand has affirmatively accepted the applicable description, price and terms in advance, including through the Digital Portal, an online booking process, email confirmation or another recorded electronic method.

ARTICLE 6 – MEMBERSHIP PLANS

6.1 Selection. The Member selects a Plan in the Order Summary. The Plan and current recurring fee are displayed before Acceptance.

Plan	Sales shelf space	Storage space	Monthly fee excl. VAT
Plan A	30 cm	60 cm	EUR 250
Plan B	60 cm	120 cm	EUR 350
Plan C	90 cm	180 cm	EUR 500
Plan D	130 cm	260 cm	EUR 700

6.2 Inclusions. Each Plan includes the stated retail display and storage, 30 cm shelf depth, consignment sales and included Membership Services.

6.3 Adjustment. The Member may request a decrease on three months' written notice. Increases depend on availability. Changes apply from the next Membership Period and update the Membership Fee. ENBA France must provide a revised Order Summary or written confirmation before charging an increased amount.

ARTICLE 7 – FEES AND PAYMENT

7.1 Membership Fee. The Membership Fee is the recurring amount displayed in the Order Summary, exclusive of VAT, payable in advance for successive three-month Membership Periods.

7.2 First period. The first Membership Period begins on the Service Start Date and runs for three months, unless the Order Summary displays specific calendar dates. For opening members starting on 1 August 2026, the first period is 1 August to 31 October 2026.

7.3 Initial payment. The total initial charge, including VAT, is displayed before Acceptance and is payable through the website at Acceptance unless the Order Summary expressly states invoicing terms.

7.4 Later payments. Each later Membership Period is charged or invoiced in advance on the first day of that period using the payment method or billing process selected by the Member.

7.5 Non-refundable fees. Membership Fees already paid are non-refundable except where the Agreement expressly states otherwise or mandatory law requires a refund.

7.6 Late payment. Any overdue B2B amount bears the late-payment penalties required by French Commercial Code Article L.441-10 and the applicable invoice terms, together with the statutory fixed recovery indemnity (currently EUR 40 per invoice), without prejudice to justified additional recovery costs.

7.7 Fee revision. If operating costs increase significantly or inflation requires, ENBA France may revise the Membership Fee on at least three months' prior written notice. A revision must reflect genuine cost increases and may not exceed 10% in a year. The Member may reject it and terminate without penalty by notice before it takes effect.

7.8 Set-off. ENBA France may set off unpaid Membership Fees against Sales Proceeds due to the Member and may recover any remaining balance by lawful means.

7.9 Invoices. Invoices are made available by email or through the Digital Portal. The Member is responsible for accurate billing and VAT information.

ARTICLE 8 – TERM AND AUTOMATIC RENEWAL

8.1 Indefinite term. The Agreement continues for an indefinite term from the Effective Date, consistent with Founder Member status.

8.2 Automatic renewal. The Membership automatically renews for successive three-month Membership Periods and the recurring Membership Fee is payable in advance unless the Agreement is terminated under Article 20.

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8.3 Prominent disclosure. The automatic-renewal duration, recurring amount, payment frequency and cancellation notice are displayed in the Order Summary and immediately above or beside the final acceptance button.

8.4 Continuity. Renewal preserves Founder Member status, Eye-Level Shelf entitlement and contracted allocation, subject to a valid fee revision and Articles 9.5, 20 and 21.

8.5 Payment method updates. The Member must keep a valid payment method or pay invoices when due. A failed renewal payment may lead to suspension or termination under Article 20.

ARTICLE 9 – CONSIGNMENT TERMS

9.1 Consignment. Products are supplied on consignment. Title remains with the Member until sale to the end customer. ENBA France holds the Products as bailee and does not acquire ownership.

9.2 Retail price. The Member sets the RRP for displayed Products, subject to applicable pricing law and any promotional terms separately agreed.

9.3 Revenue split. Sales Proceeds are shared 80% to the Member and 20% to ENBA France, calculated after French VAT (currently 20%) and Shopify POS fees (currently 1.5%). A change to the deduction method or percentage requires notice and, if material, the Member's affirmative acceptance or a written amendment.

9.4 Online marketplace. E-commerce participation is optional and governed by separate commercial and logistical terms affirmatively accepted by the Member.

9.5 Merchandising and rotation. ENBA France curates the display and may reasonably reduce facings or temporarily withdraw a Product that is persistently out of stock after a replenishment request under Article 11.3. ENBA France may substitute other Eligible Products of the Member within the contracted allocation. The overall allocation and Eye-Level entitlement are preserved, and ENBA France informs the Member of the adjustment.

ARTICLE 10 – SALES REPORTING AND PAYMENTS

10.1 Reporting. ENBA France provides a report for each Sales Period and pays corresponding Sales Proceeds within 30 days after that period, subject to Article 10.2.

10.2 Transitional schedule. For Products sold from the Opening Date through 31 December 2026, the first extended Sales Period is 1 August to 31 December 2026, with payment due 31 January 2027. From 1 January 2027, reporting is quarterly and payment is due within 30 days after quarter-end.

10.3 Standard quarters. The standard Sales Periods are 1 January–31 March, 1 April–30 June, 1 July–30 September and 1 October–31 December.

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10.4 Audit. The Member may audit sales attributable to its Products once per calendar year on 10 days' prior written notice during business hours and at its cost, except where the audit reveals a material discrepancy in the Member's favour.

ARTICLE 11 – MEMBER OBLIGATIONS

11.1 Training materials. The Member supplies materials needed to train ENBA HOUSE Paris staff on the Products in English and/or French.

11.2 Testers and marketing units. The Member provides requested testers; at least 10 units per SKU per year for marketing, loyalty and promotional initiatives; optional press-day products; and optional consumer samples. ENBA France informs the Member quarterly of current tester needs and stock levels.

11.3 Stock and delivery. The Member maintains adequate stock, replaces sold items and used testers, and delivers requested replenishment within 15 business days. Failure may lead to reduced facings or reallocation to other Eligible Products of the Member; the Membership Fee remains due. Repeated or prolonged failure is a breach.

11.4 Stock visibility. ENBA France provides real-time stock access through ConsignCloud or a successor platform. If unavailable and manual handling is required, ENBA France addresses stock or sales data requests within seven business days.

11.5 Compliance. The Member complies with Article 14.

11.6 House standards. The Member complies with Article 13.

11.7 Insurance. The Member maintains product liability insurance under Article 15.

11.8 Confidentiality. The Member complies with Article 18.

11.9 Eligible Products. Only Eligible Products under Annex 2 may be supplied.

11.10 Account security. The Member keeps account credentials confidential, restricts access to authorised personnel and promptly reports suspected unauthorised access.

ARTICLE 12 – ENBA FRANCE OBLIGATIONS

12.1 Services. ENBA France provides the display and storage in the selected Plan, trained staff, consignment sales, included Membership Services, stock visibility and reporting/payment under Article 10.

12.2 Membership Services. ENBA France organises and develops services described in Article 5.

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12.3 Operational flexibility. ENBA France may determine and modify opening hours, layout, fixtures, visual merchandising, staffing and general operations without renegotiation, provided the Member's core contracted shelf and storage dimensions and Eye-Level entitlement are preserved in substance.

12.4 Standard of care. ENBA France performs with the care expected of a professional retail operator and maintains Products with reasonable diligence while in its custody.

ARTICLE 13 – CODE OF CONDUCT AND HOUSE STANDARDS

13.1 Conduct. The Member and its personnel act professionally and respectfully, consistently with ENBA HOUSE Paris and European Natural Beauty Awards values, and refrain from discriminatory, offensive, defamatory or unlawful conduct.

13.2 Visual merchandising. Product presentation complies with ENBA France standards, and ENBA France may adjust displays under Article 9.5.

13.3 Operating rules. The Member complies with notified operating, security, health-and-safety and access rules, as updated from time to time.

13.4 Brand image. Each Party refrains from conduct or communications liable to damage the other Party or ENBA HOUSE Paris. The Member may not associate ENBA HOUSE Paris or the European Natural Beauty Awards with a public claim without prior written consent.

ARTICLE 14 – PRODUCT COMPLIANCE, RECALL AND WITHDRAWAL

14.1 Responsibility. The Member is solely responsible for Product safety, labelling, certification and compliance under French and EU law and for claims or authority inquiries arising from Products.

14.2 Formula changes. The Member notifies ENBA France before introducing an awarded Product with a modified formula.

14.3 Safety notice. The Member immediately notifies ENBA France of any safety issue, suspected defect, authority action or recall.

14.4 Withdrawal. ENBA France may withdraw a Product immediately for suspected safety/compliance risk, loss of certification eligibility or commercial grounds under Article 9.5. Withdrawn Products are held for collection under Article 20.5.

14.5 Recall costs. All recall-related costs are borne by the Member.

ARTICLE 15 – INSURANCE

15.1 Member insurance. The Member maintains valid product liability insurance covering the Products throughout the Agreement and provides evidence on request.

15.2 Stock insurance. ENBA France maintains insurance covering Products at ENBA HOUSE Paris. Liability for loss, theft or damage in custody is limited to insured value up to EUR 3,500 per Member, subject to Article 22 and mandatory law.

ARTICLE 16 – MARKETING RIGHTS AND INTELLECTUAL PROPERTY

16.1 Licence. The Member grants ENBA France a non-exclusive, royalty-free, worldwide licence during the Agreement to use the Member's trademarks, logos, product names and product images to operate and promote ENBA HOUSE Paris and Membership Services.

16.2 Photo and video. The Member authorises ENBA France to create and use photographs and videos of Products, including in-store content, on websites, the Digital Portal, social media and promotional media. The authorisation is non-exclusive, royalty-free and ends on termination, without requiring removal of content already lawfully published, subject to applicable law and agreed campaign commitments.

16.3 Ownership and warranty. The Member warrants that it owns or is licensed to use relevant intellectual property and indemnifies ENBA France against third-party claims arising from permitted use.

ARTICLE 17 – DIGITAL PORTAL AND ELECTRONIC COMMUNICATIONS

17.1 Portal. ENBA France may provide sales, stock, reporting and Membership information through the Digital Portal, ConsignCloud or a successor platform.

17.2 Electronic communications. Reports, invoices and documents may be exchanged by email or Portal and are valid and binding. Formal notices are also governed by Article 25.

17.3 Availability. ENBA France uses reasonable efforts to maintain access but does not warrant uninterrupted or error-free operation. The manual fallback in Article 11.4 applies.

17.4 Contract access. The Member may access or request a copy of the accepted Order Summary, Terms and Annexes during the Agreement and for the archival period described in the privacy notice or confirmation email.

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17.5 Changes to contact details. The Member keeps email, notice and billing contacts current in the Portal or by written notice.

ARTICLE 18 – CONFIDENTIALITY

18.1 Undertaking. Each Party keeps the other's internal documents, commercial terms, pricing, sales data and non-public information confidential and uses it only for the Agreement.

18.2 Exceptions. Confidentiality does not apply to information that is public without breach, lawfully obtained from a third party or required to be disclosed by law or a competent authority.

18.3 Survival. This Article survives termination for three years.

ARTICLE 19 – DATA PROTECTION

19.1 Compliance. Each Party complies with Regulation (EU) 2016/679 (GDPR) and applicable French data-protection law.

19.2 Controller. ENBA France acts as independent controller for store and customer data and for account, billing, communication and Acceptance Record data it determines to process.

19.3 Acceptance Record. ENBA France may process representative identity, title, business contact details, date/time, account identifiers, technical event logs and document-version information to form, administer and prove the Agreement, prevent fraud and comply with legal obligations. The privacy notice states the legal bases, recipients, retention periods and rights.

19.4 Limited retention. Personal data is kept only as long as needed for the stated purposes and applicable limitation, accounting and legal periods, with proportionate access controls and archival measures.

19.5 Lawful processing. Each Party securely and lawfully processes personal data within its control.

ARTICLE 20 – SUSPENSION AND TERMINATION

20.1 Termination by Member. The Member may terminate on three months' prior written notice using the Portal cancellation function (if available) or the notice methods in Article 25. The Membership remains active and fees remain due through the notice period.

20.2 Permanence. Founder Members have permanent status and shelf placement except as stated in this Article and Article 21.

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20.3 Suspension. ENBA France may suspend services, Product display or Portal access for breach, non-payment, Code/House Standards non-compliance or safety/compliance concern pending remedy. Suspension does not relieve payment obligations. Membership resumes after timely remedy.

20.4 Termination by ENBA France. ENBA France may terminate immediately by written notice for: (a) non-payment after two reminders; (b) Product safety or regulatory issue; (c) material breach not remedied within 15 days after notice or persistent non-compliance after suspension; or (d) promotion of racism, violence or values contrary to ENBA HOUSE Paris and European Natural Beauty Awards values.

20.5 Consequences. Founder privileges end. The Member collects stock within 30 days, failing which ENBA France may dispose of it at the Member's cost after reasonable notice. Outstanding balances are settled after permitted deductions.

20.6 Account closure. After termination, Portal access may be restricted, but the Member may request contractual and accounting records that ENBA France is required or entitled to retain.

ARTICLE 21 – RELOCATION, SUSPENSION OR CLOSURE

21.1 Operational decision. ENBA France may temporarily suspend activities, relocate or permanently close ENBA HOUSE Paris for operational, economic, strategic or regulatory reasons on at least three months' notice, unless urgent or beyond its control.

21.2 Relocation option. ENBA France may offer continuation at a new location, subject to availability and feasibility. If the Member declines, the Agreement ends without penalty.

21.3 Stock and final statement. On suspension, closure, declined relocation or change of activity, ENBA France returns Products at its expense and issues a final report and outstanding Sales Proceeds. Membership Fees already paid are non-refundable, subject to mandatory law.

21.4 Settlement. Following stock return and final payment, no further compensation or refund is due except where mandatory law, an insured claim or the Agreement requires otherwise.

ARTICLE 22 – LIMITATION OF LIABILITY

22.1 Product responsibility. ENBA France is not responsible for defective Products or related consumer claims. The Member is responsible for Product safety, labelling, compliance and claims, and indemnifies ENBA France accordingly.

22.2 Stock loss. ENBA France's liability for Product loss, theft or damage in custody is limited to insured value up to EUR 3,500 per Member.

22.3 Indirect losses. ENBA France is not liable for indirect or consequential loss, loss of profit, revenue, anticipated sales or opportunity.

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22.4 Aggregate cap. Except for Articles 22.1 and 22.2 and liability that cannot lawfully be limited, ENBA France's aggregate liability is limited to Membership Fees paid during the 12 months before the event giving rise to the claim.

22.5 No commercial guarantee. ENBA France gives no warranty as to sales, footfall, commercial results or availability of a particular optional service and is not liable for variations or operational changes permitted by Article 12.3.

22.6 Mandatory liability. Nothing excludes or limits liability that cannot be excluded under French law, including gross negligence (faute lourde), wilful misconduct (dol), or death or personal injury caused by negligence.

ARTICLE 23 – FORCE MAJEURE

23.1 Definition. Neither Party is liable for delay or failure caused by an event beyond reasonable control, including natural events, fire, pandemic, epidemic, strike, war, terrorism, cyber-attack, utility/telecommunication failure, government order or comparable exceptional circumstance.

23.2 Products. If force majeure prevents access to Products, return is postponed until operations resume. If Products are lost or damaged, ENBA France notifies its insurer and pursues available compensation, without liability beyond applicable insurance limits subject to mandatory law.

23.3 Notice and duration. The affected Party informs the other as soon as reasonably possible. Obligations are suspended for the event; if it continues beyond three months, either Party may terminate the affected part without penalty.

ARTICLE 24 – ASSIGNMENT AND CHANGE OF CONTROL

24.1 Assignment. Neither Party may assign the Agreement without prior written consent. ENBA France may assign to an affiliate or successor if the assignment does not reduce Member benefits or protections.

24.2 Change of control. A fundraising, share transfer, merger, reorganisation or other change of control of ENBA France does not affect the Agreement or create a termination right. ENBA France informs the Member of a change affecting operations.

ARTICLE 25 – NOTICES

25.1 Form. Formal notice must be in writing and may be delivered by the Portal notice function, email to the notice addresses in the Order Summary, or registered post to the registered offices.

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25.2 ENBA notice details. ENBA France notice email: membership@europeannaturalbeautyawards.com. Registered office: ENBA FRANCE – 1 RUE MARGUERIN 75014 PARIS.

25.3 Member details. The Member's notice email and registered office are stated in the Order Summary and must be kept current.

25.4 Receipt. Email or Portal notice is deemed received on the next business day; registered post on the second business day after posting, unless actual receipt is shown earlier or the sender receives a delivery failure notice.

25.5 Routine communications. Routine operational messages, replenishment requests and reports may be sent to the account contacts and do not need to follow the formal-notice method unless the Agreement states otherwise.

ARTICLE 26 – GENERAL PROVISIONS

26.1 Entire agreement. The Agreement is the entire agreement on its subject matter and supersedes prior understandings identified in the Order Summary.

26.2 Amendments. A material amendment requires a written amendment accepted by both Parties, including through a new versioned clickwrap acceptance or recognised electronic-signature service. ENBA France may make non-material clarifications, technical changes and operational updates permitted by the Agreement after notice, without applying them retroactively to alter accrued rights.

26.3 Version control. The version identified in the Acceptance Record governs. A later website version does not replace the accepted version unless the Member affirmatively accepts it or Article 26.2 expressly permits the change.

26.4 Severability. Invalid or unenforceable provisions are severed and replaced, where possible, by a valid provision reflecting the original intent; the rest continues.

26.5 No waiver. Failure or delay to exercise a right is not a waiver.

26.6 Independent parties. The Parties are independent contractors; no partnership, joint venture or agency is created.

26.7 Language. The electronic offer is made available in in English.

26.8 Governing law. The Agreement is governed by French law, excluding conflict-of-law rules.

26.9 Jurisdiction. The courts of Paris, France have exclusive jurisdiction over disputes arising from or connected with the Agreement, subject to mandatory jurisdiction rules. The Parties intend the electronic Acceptance Record to provide a durable record of this jurisdiction agreement.

ARTICLE 27 – ELECTRONIC ACCEPTANCE AND EVIDENCE

27.1 Consent. Checking the acceptance box and clicking the final button after access to the contractual documents manifests the representative's intent to bind the Member to the Agreement.

27.2 Evidence. Electronic records may be used as evidence of the Agreement. ENBA France maintains records in conditions designed to identify the accepting account or representative and protect document integrity.

27.3 Acceptance Record contents. Subject to the privacy notice and proportionality, the Acceptance Record may include: Member identity; representative name, title and business email; account or invitation identifier; accepted language; Order Summary; Terms/Annex version and file hash; checkbox text; final button text; date/time and time zone; payment or invoice reference; confirmation-delivery status; and relevant security or technical event data.

27.4 Confirmation copy. ENBA France sends or makes available a durable copy of the Order Summary, Terms and Annexes and an acknowledgement without unjustified delay.

27.5 No qualified-signature representation. The clickwrap process is not represented as a qualified electronic signature unless a qualified trust service is separately used. Its evidential value depends on the reliability, identification and integrity measures actually implemented.

27.6 Counterparts and later signatures. Any later amendment may be accepted through the same clickwrap method or a recognised electronic-signature service. Scanned/PDF counterparts may also evidence a separately signed amendment between the Parties.

ARTICLE 28 – ACTIVATION RECORD

28.1 No signature page. No handwritten signature page is required for a Member accepting online.

28.2 Activation. ENBA France may activate the Membership after Acceptance, initial payment and any requested compliance, authority, insurance or Product documentation have been received.

28.3 Contract reference. The membership/order reference and Effective Date shown in the confirmation identify the Agreement.

28.4 Human-readable receipt. The confirmation email and account record should state: the Member, representative, Plan, recurring fee, VAT, first amount paid or due, renewal frequency, termination notice, Service Start Date, Entrance Fee status and accepted version.

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ANNEX 1 – SHELF LAYOUT & MEMBERSHIP PLANS

1. Shelf Layout

Shelf position	Allocation
Top shelf	Available to all brands
Eye-Level Shelf (two central shelves)	Reserved for Founder Members
Lower shelf	Available to all brands
Floor / base	Available to all brands

2. Membership Plans & Storage Allocation

Plan	Sales space	Storage	Depth	Monthly fee excl. VAT
Plan A	30 cm	60 cm	30 cm	EUR 250
Plan B	60 cm	120 cm	30 cm	EUR 350
Plan C	130 cm	260 cm	30 cm	EUR 700

- Shelf depth is standardised at 30 cm across all plans.
- Storage is provided in designated back-of-house areas.
- Founder Members are guaranteed Eye-Level Shelf placement.

ANNEX 2 – ELIGIBLE PRODUCTS

The Member may supply Products only where they fall within one of the following categories.

European Natural Beauty Awarded Products – 2025 and future editions. Products receiving the European Natural Beauty Awards Excellence Prize.

Awarded Products – 2020–2024. Certified natural Products holding a recognised third-party natural certification (for example COSMOS or NATRUE) are eligible. Non-certified Products must be submitted for review and approval against current natural-cosmetics standards.

Category-Awarded Products – 2020–2023. Re-reviewed under the current Excellence system; display is permitted where the score meets the minimum Excellence Award level.

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Shortlisted Products – current year. May be displayed temporarily and labelled Shortlisted by ENBA HOUSE Paris. A Product that does not receive the Excellence Award by year-end must be removed after three months' notice, with return shipping borne by ENBA HOUSE Paris. For example, Products shortlisted for the 2026 Awards may remain until the 2026 Awards ceremony.

Reference framework used for this conversion

French Civil Code Articles 1119, 1127-1, 1127-2, 1171, 1366 and 1367; French Commercial Code Article L.441-10; Regulation (EU) No 910/2014 (eIDAS), Article 25; Regulation (EU) No 1215/2012, Article 25; GDPR data-minimisation and storage-limitation principles. This list is not exhaustive and should be validated against the final business flow and launch date.